

**Commissioners Court -- JANUARY 31, 2023
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 JANUARY 31, 2023, 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 February 2023 as Dating Violence Awareness Month. **BECERRA**
2. Adopt a Proclamation recognizing February 2023 as American Heart Month in Hays County. **BECERRA/MIKE JONES**
3. Adopt a Proclamation recognizing February 2023 as Spay/Neuter Awareness Month. **BECERRA**
4. Presentation Recognizing The County Clerk's Office For Receiving The Five-Star Award From The Texas Department Of State Health Services - Vital Statistics Section. **BECERRA/CARDENAS.**

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 January 31, 2023 payroll disbursements in an amount not to exceed \$4,323,074.31 effective January 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**

5. Approve Commissioners Court Minutes of January 3, 2023. **BECERRA/CARDENAS**
6. Approve and confirm the appointment of Gabriel D. Cunnion as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office. **COHEN/TORRES**
7. Authorize the County Judge to execute a rental agreement between the Hays County Local Health Department and Dripping Springs Ranch Park in the amount of \$1,006.25 for the venue location of the June 2023 Hays County Local Health Department Summer Health Fair. **SMITH/T.CRUMLEY**
8. Authorize the Hays County Constable Pct. 4 Office to accept a donation of \$1,646.50 from the Knights of Columbus Council #11695 and amend the budget accordingly. **SMITH/SHELL**
9. Authorize the County Judge to execute an Interlocal Agreement for Use of Jail Facility between Atascosa County and Hays County for the care and custody of Hays County inmates, effective January 1, 2023. **INGALSBE/CUTLER**
10. Approve the purchase amount of \$1,527.50 for batteries and seals for routine maintenance on election equipment; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a) (7) (D). **BECERRA/DOINOFF**
11. Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Specialty Courts Program for the Hays County Mental Health Court in the amount of \$259,949.62. **SMITH/T.CRUMLEY**
12. Authorize the Office of Emergency Services Community Emergency Response Team (CERT) division to accept a donation from the San Marcos Lions Club in the amount of \$5,400.00 and amend the budget accordingly. **BECERRA/MIKE JONES**
13. Approve Utility Permits. **SHELL/SMITH/BORCHERDING**
14. Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Homeland Security Grant Program in the amount of \$33,975.63. **INGALSBE/T.CRUMLEY**
15. Authorize the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) Homeland Security Grant Program, in the amount of \$494,100.00. **INGALSBE/T.CRUMLEY**
16. Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division grant program for Body Worn Cameras project for the Hays County Fire Marshal's Office in the amount of \$11,753.10. **INGALSBE/T.CRUMLEY**
17. Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Victim Assistance, First Responder Mental Health grant program in the amount of \$10,081.25. **INGALSBE/T.CRUMLEY**
18. Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, State Homeland Security Grant Program for the Hays County HazMat Team Monitor Maintenance project in the amount of \$14,470.00. **INGALSBE/T.CRUMLEY**
19. Authorize the submission of a grant renewal to the Department of State Health Services (DSHS) Tuberculosis (TB) State Grant Program in the amount of \$39,611.00. **INGALSBE/T.CRUMLEY**
20. Approve the reappointment of Tom Richey to the Board of Emergency Services District #3 for a two-year term ending December 31, 2024. **SHELL**
21. Approve the appointment of Chase Stapp to the Board of Emergency Services District #3, effective February 1, 2023, for a two-year term ending December 31, 2024. **SHELL**
22. Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 5. **SMITH/ELLEN**
23. Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2023 quarterly financial reporting. **BECERRA/DORSETT**
24. Accept donations totaling \$12,067.14 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

25. Authorize the execution of the Pre-Award Project Verification for the Texas Department of Agriculture, Community Block Development Grant for the Cedar Oaks Mesa Waterline Improvement Project. **SHELL/T.CRUMLEY**
26. Approve specifications for RFP 2023-P04 Countywide Electrical and authorize Purchasing to solicit for proposals and advertise. **BECERRA/T.CRUMLEY**
27. Authorize the County Judge to execute a Contract Amendment with Parabellum Research pursuant to IFB 2022-B01 Duty & Training Ammunition, adding two additional items to the contract. **INGALSBE/CUTLER**
28. Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Rifle Resistant Body Armor Grant program in the amount of \$23,034.40. **INGALSBE/T.CRUMLEY**
29. Approve specifications for IFB 2023-B03 Robert S Light Boulevard and authorize Purchasing to advertise and solicit for bids. **COHEN/BORCHERDING**
30. Authorize the execution of a resolution and the acceptance of a renewal grant award from the Texas Indigent Defense Commission (TIDC) for the FY23 Improvement Grant Program in the amount of \$41,806.00. **SHELL/T.CRUMLEY**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement between Hays County and Raba Kistner, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County. **INGALSBE/BORCHERDING**
2. Discussion and possible action to accept Santa Fe Run and Great Northern into the County road maintenance system. **INGALSBE/BORCHERDING**
3. Discussion and possible action to call for a public hearing on February 14, 2023 to establish a 3-way stop location on Longbow Lane at the intersection with Whistling Wind Lane in the Woodcreek North subdivision. **SHELL/BORCHERDING**
4. Discussion and possible action to rescind the previous court action from December 6, 2022 establishing a 3-way stop location on Longbow Lane at Indian Princess in Woodcreek North subdivision. **SHELL/BORCHERDING**
5. Discussion and possible action to accept the maintenance bond rider extension from Lockhart Excavation, LLC until April 14, 2023 for Heaton Hollow subd. - Maintenance bond #61BSBID3153 in the amount of \$80,548.01. **SHELL/BORCHERDING**
6. Discussion and possible action to call for a public hearing on February 14, 2023 to establish a No Dumping zone on Old Bastrop Hwy on the cul-du-sac south of Redwood Road. **INGALSBE/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-2116-NP; Discussion and possible action regarding the Rocky Creek Estates, Preliminary Plan. **SHELL/PACHECO**
2. PLN-2079-NP; Discussion and possible action regarding the Brownson Acres subdivision. **SMITH/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to confirm members to the Hays County Historical Commission. **BECERRA**
2. Discussion and possible action to authorize a \$10,000.00 annual salary increase for one Attorney V position, slot 0784-009 effective February 1st that has been serving as an Acting Court Chief since 1/1/2023, now to be confirmed in that position as official Court Chief for the Hays County Criminal District Attorney's Office. **SMITH/HIGGINS**

3. Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related a replacement Data Collection Unit (DCU) located on the northwest corner of Hugo Road and Cascade Trail; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a)(7)(D) and amend the budget accordingly. **SHELL/MIKE JONES**
4. Discussion and possible action to authorize County Court at Law to hire the County Court Reporter slot 0765-002 at the 73.48 percentile of the current salary range effective February 20, 2023. **BECERRA/COHEN/BROWN**
5. Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and SI Mechanical, LLC. for Countywide Plumbing Services, pursuant to RFP 2023-P03. **BECERRA/T.CRUMLEY**
6. Discussion and possible action to authorize the County Judge to execute a \$50,000.00 capital funding contract with Central Texas Dispute Resolution Center (DRC) as approved during the FY23 budget process. **INGALSBE**
7. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Greater San Marcos Youth Council Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL**
8. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Dripping Springs Community Missions Partnership Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
9. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Wimberley 4-H Buyers Pool, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**
10. Discussion and possible action to establish a budget for the Local Assistance and Tribal Consistency Fund (LATCF) under the American Rescue Plan Act totaling \$100,000.00. **SMITH/DORSETT**
11. Discussion and possible action to approve the naming of a private driveway in Precinct 3, Amber Sky Lane. **SHELL/PACHECO**
12. Discussion on status of salary study conducted by Management Advisory Group International, Inc. **SHELL/MILLER**
13. Discussion and possible action to increase by 10% the pay of all employees in Hays County whose salary is under \$100,000 and who are not bound by the Collective Bargaining Agreement effective February 1, 2023. **BECERRA**

L.

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 Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**
2. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of the Government Center Security positions within the office of the Hays County Sheriff's Office. Possible discussion and/or action may follow in open court. **SHELL/INGALSBE**
3. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions within the office of Hays County Human Resources. Possible discussion and/or action may follow in open court. **BECERRA**

4. 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**
5. 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 located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**
6. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 4.429 acres, and drainage easement rights in 0.7077 acres and 0.689 acres from property located along FM 2001, owned by Triple Ewald Farms, LLC a Texas limited liability company, and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 76, 76E1 and 76E2). Possible discussion and/or action may follow in open court. **COHEN**
7. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire easement interest in 0.7486 acres from property located along FM 2001, owned by Lesley M. Nickel n/k/a Lesley M. Simpson, and which is required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcel 80E). Possible discussion and/or action may follow in open court. **COHEN**
8. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 5.389 acres, and drainage and utility easement rights in 0.1433 acres and 0.395 acres from property located along FM 2001, owned by Mark L. Simpson and Lesley M. Simpson, and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 81, 81E1 and 81E2). Possible discussion and/or action may follow in open court. **COHEN**
9. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 1.563 acres from property located along FM 2001, owned by Terrell Lee Olle, and which is required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcel 90). Possible discussion and/or action may follow in open court. **COHEN**
10. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 6.10 acres, and drainage and utility easement rights in 0.1143 acres, 0.1189 acres and 0.1143 acres from property located along FM 2001, owned by Geraldine Fogle McCormick, individually and as Trustee of the Family Trust created under the last will and testament of Thaddeus Charles McCormick, Jr., and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 91, 91E1, 91E2 and 91E3). Possible discussion and/or action may follow in open court. **COHEN**
11. 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 located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**
12. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 1626. Possible discussion and/or action may follow in open court. **SMITH/COHEN**

M.	<table><tr><th>STANDING AGENDA ITEMS</th></tr><tr><td>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.</td></tr></table>	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.
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**

N. ADJOURNMENT

**Posted by 5:00 o'clock P.M. on the 27th day of January, 2023
COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

CLERK OF THE COURT

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



AGENDA ITEM REQUEST FORM: **F. 1.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing February 2023 as Dating Violence Awareness Month. **BECERRA**

Summary

See attached proclamation.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING FEBRUARY 2023 AS
DATING VIOLENCE AWARENESS & PREVENTION MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

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

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

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

WHEREAS, last year HCWC provided 55 dating violence prevention and healthy relationships presentations to 3,394 teens and young adults; and

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

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of February 2023 as

DATING VIOLENCE AWARENESS & PREVENTION MONTH

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

ADOPTED THIS THE 31st DAY OF JANUARY 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
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: **F. 2.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing February 2023 as American Heart Month in Hays County. **BECERRA/MIKE JONES**

Summary

See attached for the proclamation.

Attachments

Proclamation - American Heart Month



**PROCLAMATION RECOGNIZING FEBRUARY 2023 AS
AMERICAN HEAR MONTH**

WHEREAS, the first American Heart Month, which took place in February 1964, was proclaimed by President Lyndon B. Johnson on December 30, 1963, and the Congress, by joint resolution on that date, requested the President to issue annually a proclamation designating February as American Heart Month; and

WHEREAS, on the first Friday of every February is federally designated as American Heart Month and the nation comes together to remind Americans to focus on their hearts and encourage them to get their families, friends and communities involved; and

WHEREAS, over 800,000 people in the United States die each year from heart disease, stroke, and other cardiovascular diseases, equivalent to approximately one of every three deaths in America; and

WHEREAS, about 80% of cardiovascular disease may be prevented through everyday healthy living steps including physical activity, good nutrition, not smoking, maintaining a healthy weight, and controlling blood pressure, cholesterol, and blood glucose levels; and

WHEREAS, the American Heart Association encourages citizens to help save lives by calling 9-1-1 if symptoms occur, getting trained in CPR, and promoting comprehensive automated external defibrillator programs in their communities; and

WHEREAS, San Marcos Lions Club has funded automated external defibrillators for the Price Center and the Hays County Office of Emergency Services Community Emergency Response Teams (CERT);

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court, recognizing the importance of the ongoing fight against heart disease and stroke, does hereby proclaim February 2023 as:

AMERICAN HEART MONTH

in Hays County and urge all citizens to show their support for the fight against heart disease by increasing awareness, speaking out about heart disease, and empowering community members to reduce their risk for cardiovascular diseases.

ADOPTED THIS THE 31ST DAY OF JANUARY 2023

**Ruben Becerra
Hays County Judge**

**Debbie Gonzales Ingalsbe
Commissioner, Pct. 1**

**Michelle Gutierrez Cohen
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: **F. 3.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing February 2023 as Spay/Neuter Awareness Month. **BECERRA**

Summary

Attachments

Proclamation - Spay/Neuter Month



PROCLAMATION RECOGNIZING FEBRUARY 2023 SPAY/NEUTER AWARENESS MONTH

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

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

WHEREAS, over 950 cats and dogs are killed every day in America's shelters just because they do not have a safe place to call home; and

WHEREAS, Texas is the Number 1 state for animal shelter deaths; nearly 61,245 dogs and cats were killed in animal shelters across Texas in 2021; and

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

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

WHEREAS, the regional animal shelter reported that there were 4,420 animals impounded in FY 2022, of which 32%, 1,417 animals, were from Hays County; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the month of February 2023 as

SPAY/NEUTER AWARENESS MONTH

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

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: **F. 4.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Presentation Recognizing The County Clerk's Office For Receiving The Five-Star Award From The Texas Department Of State Health Services - Vital Statistics Section. **BECERRA/CARDENAS.**

Summary

Attachments

5 Star Award Certificate



2022

THIS CERTIFICATE IS PRESENTED TO

HAYS COUNTY CLERK

for excellence in the

Vital Statistics Registration Process

December 9, 2022

Thank you for going above and beyond to register your records and ensure excellent customer service, security, and data quality in Texas!

Tara Das

Texas State Registrar, VSS



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the January 31, 2023 payroll disbursements in an amount not to exceed \$4,323,074.31 effective January 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**

Summary



AGENDA ITEM REQUEST FORM: **G. 5.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of January 3, 2023. **BECERRA/CARDENAS**

Summary

Attachments

01/03/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



JANUARY 3, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 3rd DAY OF JANUARY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA
DEBBIE GONZALES INGALSBE
MICHELLE COHEN
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK

Clerk's Note: For complete transcript go to Hays County Website
<https://hayscountytexas.com/commissioners-court/court-video/>
Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Darius Todd, Abundant Life Christian Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Harvey Jenkins made a public comment concerning high taxes. Gilbert Arizmendez made a public comment promoting The Wall That Heals event in Kyle and asking for support and volunteers. Beverly Wright made a public comment concerning the death of her son, Joshua Wright, and asking for the release of the body camera footage. Chris Clark made a public comment concerning the death of his brother, Joshua Wright, and asking for the release of the body camera footage. Angela Villescaz made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Natalie Freeman made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Rodrigo Amaya made a public comment concerning the death of Joshua Wright and transparency within the County. Christina Colbert made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Ramika Adams made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Eunice Giles made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Dan Lyon made a public comment in support of the release of the body camera footage, and concerning taxes for those over 65. Nancy Heintz made a public comment reminding the Court and the public of the annual Point-In-Time Count for the homeless population in Hays County. Amy Kamp made a public comment concerning the death of Joshua Wright and complaints against the officer involved. Cyrus Gray made a public comment concerning the officer involved in the Death of Joshua Wright and asking for the release of the body camera footage. Karen Munoz made a public comment concerning the death of Joshua Wright and officer accountability. Sam Benavides made a public comment concerning the death of Joshua Wright, inequality within the criminal justice system, and asking for the release of the body camera footage. Carol Pennington made a public comment concerning increased development over the Edwards Aquifer Recharge Zone and resource conservation. Hillary Lockhart made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Latreese Cooke made a public comment concerning the death of Joshua Wright and inequality within the criminal justice system.

Clerk's Note: Judge Becerra called for a recess that began at 9:56 a.m. and resumed back into open court at 10:08 a.m.

Recognition of Kate Johnson for her distinguished years of service to the Hays County Historical Commission.

Commissioner Shell thanked Kate Johnson and her family for their work in preserving the history of Hays County. Commissioner Ingalsbe thanked Johnson for her leadership in the Hays County Historical Commission. Commissioner Smith spoke about Johnson's generosity and work in the County. Kate Johnson thanked the Court for their support and spoke about her work with the Historical Commission.

38439 Adopt a Proclamation declaring January 16, 2023 as Dr. Martin Luther King, Jr. Day.

Commissioner Ingalsbe spoke about the importance of this day. Commissioner Cohen spoke about the King family's continued leadership within the community. Commissioner Shell encouraged the public to attend the march to the Courthouse on Monday. Commissioner Smith encouraged the public to look into events in their area. Judge Becerra spoke about the meaning of this day. Pastor Jonafa Banbury thanked the Court for the proclamation and spoke about this year's theme, Black Resistance, and various events held by the Dunbar Heritage Association.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation declaring January 16, 2023 as Dr. Martin Luther King, Jr. Day.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38440 Ceremonial Swearing In of all newly and re-elected officials to Hays County offices; and approval and acceptance of official bonds for each office.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve and accept official bonds for each office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38441 Approve payments of County invoices.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38442 Approve the payment of Juror checks.

Marisol Villarreal-Alonzo, County Auditor, stated there are no juror checks right now due to the transition.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of Juror checks.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38443 Approve the payment of United Healthcare claims.

Marisol Villarreal-Alonzo, County Auditor, clarified the total for this item is \$630,771.32.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of United Healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38444 Approve Commissioners Court minutes of November 22, 2022.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Commissioners Court minutes of November 22, 2022.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38445 Approve the payment of the January 15, 2023 payroll disbursements in an amount not to exceed \$3,345,000 effective January 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of the January 15, 2023 payroll disbursements in an amount not to exceed \$3,345,000 effective January 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38446 Approve and confirm the appointment of Stephen Hrcir as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date January 3, 2023.

Rodrigo Amaya made a public comment against the item and expressed concerns about the Constable Precinct 1 Office. Dan Lyon made a public comment against the item and expressed concerns about the Constable Precinct 1 Office. Commissioner Ingalsbe stated this is for a bailiff position in the County Court at Law. Constable Peterson spoke about his staffing needs, the duties of the office, and the qualifications of Deputy Hrcir. Vickie Dorsett, Hays County Budget Officer, clarified this is for a vacant position that was already budgeted. Commissioner Smith and Constable Peterson spoke about the qualifications of the deputies. Commissioner Shell clarified that this is an existing position, but state statute requires Commissioners Court approval for the appointment of deputy constables.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve and confirm the appointment of Stephen Hrcir as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date January 3, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38447 Authorize the execution of documents related to the BRIC (Building Resilient Infrastructure and Communities) grant application.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of documents related to the BRIC (Building Resilient Infrastructure and Communities) grant application.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38448 Approve Utility Permits.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38449 Authorize the County Judge to execute a Contract Amendment with AMG Printing related to Election Form Printing Services pursuant to RFP 2020-P08.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Contract Amendment with AMG Printing related to Election Form Printing Services pursuant to RFP 2020-P08.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38450 Approve the nomination of County Judge Becerra to serve on the Texas Conference of Urban Counties' Policy Committee for the 2022-2023 biennium.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the nomination of County Judge Becerra to serve on the Texas Conference of Urban Counties' Policy Committee for the 2022-2023 biennium.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38451 Approve renewal of RFP 2020-P01 HVAC - Maintenance and Repair Services with JM Engineering, LLC. with a proposed 5% price increase.

Rodrigo Amaya made a public comment against the item and the price increase. Dan Lyon made a public comment concerning equipment quality and the price increase. Marisol Villarreal-Alonzo, County Auditor, explained the contract extension and stated the department head recommends it. Tammy Crumley, Director of Countywide Operations, confirmed the price increase is due to inflation and the rate for services provided by the company is competitive. Commissioner Shell further explained the process for choosing bids. Crumley stated the company works in a timely manner and has very knowledgeable employees.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve renewal of RFP 2020-P01 HVAC - Maintenance and Repair Services with JM Engineering, LLC. with a proposed 5% price increase.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38452 Approve specifications for IFB 2023-B12 RM 12 @ RM 3237 and authorize Purchasing to solicit for bids and advertise.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve specifications for IFB 2023-B12 RM 12 @ RM 3237 and authorize Purchasing to solicit for bids and advertise.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38453 Approve specifications for IFB 2023-B11 Darden Hill @ Sawyer Ranch Roundabout and authorize Purchasing to solicit for bids and advertise.

Dan Lyon made a public comment against the construction of a roundabout due to necessity and price. Commissioner Smith stated residents have been supportive of other roundabouts in the area and spoke about the timeline needed for this project to be complete by the start of the next school year.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve specifications for IFB 2023-B11 Darden Hill @ Sawyer Ranch Roundabout and authorize Purchasing to solicit for bids and advertise.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38454 Discussion and possible action to award a contract for IFB 2023-B02 RM 2770 Roadway Improvements with Hunter Industries, Ltd. in the amount of \$635,948.76.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to award a contract for IFB 2023-B02 RM 2770 Roadway Improvements with Hunter Industries, Ltd. in the amount of \$635,948.76.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38455 Discussion and possible to grant variances to Hays County road construction standards and to the adopted fire code for Moon Ridge subdivision in Precinct 3.

Commissioner Shell explained the item and stated the Transportation Department and Fire Marshal are working with the developer on any safety issues.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to grant variances to Hays County road construction standards and to the adopted fire code for Moon Ridge subdivision in Precinct 3.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38456 Discussion and possible action to accept the maintenance bond rider extension from DNT Construction, Inc. until June 30, 2023 for Shadow Creek subd., Phase 9, Section 2 (maintenance bond #1848963 in the amount of \$180,609.38).

Jerry Borcharding, Director of the Transportation Department, stated they are reaching out to the contractor to push for the repairs to be completed.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to accept the maintenance bond rider extension from DNT Construction, Inc. until June 30, 2023 for Shadow Creek subd., Phase 9, Section 2 (maintenance bond #1848963 in the amount of \$180,609.38).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38457 Discussion and possible action to consider the acceptance of vegetative coverage and release of the revegetation bond #PB03016800715M in the amount of \$31,129.80 for 6 Creeks subdivision, Phase 1, Section 8A.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept vegetative coverage and release the revegetation bond #PB03016800715M in the amount of \$31,129.80 for 6 Creeks subdivision, Phase 1, Section 8A.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38458 PLN-2078-PC; Hold a Public Hearing followed by discussion and possible action regarding Hawk Ridge, Ph 1, Blk B, Lots, 11, 17 & 18, Replat.

Judge Becerra opened the Public Hearing at 11:44 a.m. No comments were made. Judge Becerra closed the Public Hearing at 11:44 a.m. Marcus Pacheco, Director of Development Services, gave background on the item and stated staff recommends approval once conditions are met.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to conditionally approve Hawk Ridge, Ph 1, Blk B, Lots, 11, 17 & 18, Replat (PLN-2078-PC).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38459 PLN-2122-NP; Discussion and possible action regarding the 272 AC Fitzhugh Subdivision, Final Plat.

Marcus Pacheco, Director of Development Services, gave background on the item and stated staff recommends approval once conditions are met, including identifying a floodplain. Commissioner Smith asked which floodplain data is being used. Travis Wilson, engineer of record for the subdivision plat, spoke about the data being used for the plat. The court discussed the use of Atlas 14 data and ensuring a low risk of flooding.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to conditionally approve the 272 AC Fitzhugh Subdivision, Final Plat (PLN-2122-NP).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

Discussion and possible action to temporarily suspend the Hays County Salary Exception Policy pending finalization of the current market study.

Rodrigo Amaya made a public comment asking for clarification on the timeline of the suspension. Harvey Jenkins made a public comment asking for clarification on the suspension. Commissioner Shell introduced the item, and Sharri Miller, Director of Human Resources, spoke about issues that could arise if salary exceptions are made before the salary study is completed and implemented. The Court expressed concern over and discussed the extended timeline of the study and the difficulties departments have had with hiring. Judge Becerra directed Human Resources to submit a draft of the results within two weeks to department heads and elected officials, and to immediately provide the raw data from the study to the five Court members. No action taken.

38460 Discussion and possible action regarding setting the required bond amounts for certain newly elected County Officials to be sworn in to office January 2023.

Rodrigo Amaya made a public comment asking for clarification on the item. Vickie Dorsett, Hays County Budget Officer, explained the Court should review and approve the bond amounts for the newly elected officials. Marisol Villarreal-Alonso, County Auditor, added it is important for banking institutions to know the Court has approved the bonds so that the transition of financial records can continue. Dorsett read aloud the bond amounts for the newly elected officials.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the required bond amounts, as presented in Court, for certain newly elected County Officials to be sworn in to office January 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38461 Discussion and possible action to authorize the Criminal District Attorney's Office to hire the First Assistant District Attorney slot 0780-001 at the 25th percentile, and three Attorney V positions 0784-003, 004 & 005 at the 19.38th percentile; authorize a \$10,000.00 annual salary increase for two Court Chief Attorney V positions 0784-001 and 013; and a \$400.00 monthly salary stipend for one Attorney V position 0784-007 effective January 1, 2023.

Kelly Higgins, Hays County District Attorney, spoke about vacant positions that need to be filled as soon as possible and issues hiring due to low salaries. Commissioner Smith gave support for the item and suggested building the stipend into the salary base. Shari Miller, Director of Human Resources, asked the Court to stop approving salary exceptions until the salary study is complete. Commissioner Smith and Higgins discussed the court approval process for salary exceptions. Commissioner Shell gave support for the item and spoke about the staff turnover the office is experiencing. Commissioner Cohen gave support for the item and spoke about her own difficulties with hiring. Commissioner Ingalsbe gave support for the item.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Criminal District Attorney's Office to hire the First Assistant District Attorney slot 0780-001 at the 25th percentile, and three Attorney V positions 0784-003, 004 & 005 at the 19.38th percentile; authorize a \$10,000.00 annual salary increase for two Court Chief Attorney V positions 0784-001 and 013; and a \$400.00 monthly salary stipend for one Attorney V position 0784-007 effective January 1, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38462 Discussion and possible action authorizing the County Judge to execute a Texas Workforce Commission Information Release Contract for the Hays County Constable, Pct. #3 Office.

Rodrigo Amaya made a public comment asking for clarification on the language used in the back-up. Commissioner Shell explained this is a standard process. Commissioner Ingalsbe added this information is often used to locate individuals to serve civil process.

A motion was made by Commissioner Shell, seconded by Commissioner Smith authorizing the County Judge to execute a Texas Workforce Commission Information Release Contract for the Hays County Constable, Pct. #3 Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38463 Discussion and possible action to authorize a salary exception at the 50th percentile for the Full Time Deputy Fire Marshal, slot 0984-002 and increase the Part Time Deputy Fire Marshal, slot 0984-001 to 24 hours a week at \$25.00 per hour and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize a salary exception at the 50th percentile for the Full Time Deputy Fire Marshal, slot 0984-002 and increase the Part Time Deputy Fire Marshal, slot 0984-001 to 24 hours a week at \$25.00 per hour and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38464 Discussion and possible action to authorize a salary exception at the 50th percentile for the Bookkeeper, slot 0450-001 in the Courts Division at the Hays County Clerk's Office effective Jan 9, 2023.

Elaine Cardenas, County Clerk, stated this was previously approved for a candidate that declined the offer.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize a salary exception at the 50th percentile for the Bookkeeper, slot 0450-001 in the Courts Division at the Hays County Clerk's Office effective Jan 9, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38465 Discussion and possible action to authorize the execution of an engagement letter with Davis Kaufman PLLC for \$65,000.04 related to the 87th legislative session of the Texas Legislature and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4) and amend the budget accordingly.

Harvey Jenkins made a public comment asking for clarification on the item. Commissioner Shell explained how the law firm represents Hays County during the legislative session and spoke about their past contributions, including the protection of groundwater and property rights, and the addition of new judges. Commissioner Smith spoke about the numerous unfunded mandates that are passed during session and how the firm helps the County catch those, as well as plans to address the lack of county zoning authority. Commissioner Ingalsbe spoke about the necessity of this becoming more evident over the years, and asked for more communication from the firm during session. Commissioner Cohen stated it is common for local governments and agencies to have a liaison during session and supported exploring other options for future sessions. Rodrigo Amaya made a public comment concerning the cost of the item. Commissioner Smith spoke about all the work that is done throughout the interim. Dan Lyon made a public comment asking for public access to the firm's work. Commissioner Shell and Commissioner Smith spoke about the ways the information will be made public, including through Resolutions in Court.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of an engagement letter with Davis Kaufman PLLC for \$65,000.04 related to the 87th legislative session of the Texas Legislature and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4) and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

38466 Discussion and possible action authorizing the County Judge to execute a Professional Services Agreement with Dr. Brandy Miller regarding psychological evaluations for the Hays County Sheriff's Office.

Rodrigo Amaya made a public comment asking for clarification on the agreement and its cost. Vickie Dorsett, Hays County Budget Officer, explained the services have been used since 2015, and it was recommended by the Auditor's Office to obtain a contract.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell authorizing the County Judge to execute a Professional Services Agreement with Dr. Brandy Miller regarding psychological evaluations for the Hays County Sheriff's Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 12:43 p.m. and resumed back into open court at 3:18 p.m.

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.

No action taken.

38467 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 located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute a Purchase and Sale Agreement for approximately 10.86 acres of property located at 2400 N IH-35 in San Marcos, TX, according to the terms discussed in Executive Session, with closing to occur during the month of January 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

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 located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court.

No action taken.

Clerk's Note Agenda Item #L-4 RE: *Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Midnight Blue. Possible discussion and/or action may follow in open Court. - WAS PULLED.*

38468 Executive Session pursuant to sections 551.071 & 551.074 of the Texas Government Code: deliberation regarding the structure, employment, and duties of all positions within Countywide Operations, Emergency Services, Human Resources, the Budget Office, and the County Judge's Office. Possible discussion and/or action may follow in open court.

Kim Jeter made a public comment asking for the item to be moved into open court and spoke about the importance of the Communications Manager position within the Human Resources Department.

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to establish a Community Liaison position within the County Judge's Office and give HR direction to work with the County Judge's Office to create a job description and grade within our current salary chart, and to move the Chief of Staff position from the Countywide Court budget to the County Judge's budget as discussed in Executive Session and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

Commissioner Smith clarified the Chief of Staff position is to be the Chief of Staff for the County Judge's Office, not for the County, and the job description will be updated to reflect this change.

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 owned by Hays County located at 401 Veterans Drive, Kyle in Pct.3. Possible discussion and/or action may follow in open court.

No action taken.

Clerk's Note Agenda Item #M-1 RE: *Discussion and possible action related to the burn ban. - WAS PULLED.*

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 611 for the week of December 25, 2022 with a peak of 620 inmates on December 26, 2022. The estimated cost for outsourcing inmates this week was \$118,279. The average number of outsourced males is 261 and females is 19. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 21.

Clerk's Note Agenda Item #M-3 RE: *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. - WAS PULLED.*

38469 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).

Commissioner Smith spoke about the allocation of ARPA funds to each precinct and offered to transfer a portion of his funds to Commissioner Cohen's allocation. Commissioner Shell offered to transfer a portion of his funds, and Commissioner Ingalsbe stated she should be able to contribute as well.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to amend the Hays County Resolution Regarding Precinct Allocations for the American Rescue Plan Act of 2021 Funding to transfer \$200,000 from the Precinct 4 allocation and \$200,000 from the Precinct 3 allocation to the Precinct 2 allocation.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra
5 - 0 Passed - Unanimously

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 3:21 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JANUARY 3, 2023.



ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS





Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Constable Michael Torres

Sponsor:

Commissioner Cohen

Agenda Item

Approve and confirm the appointment of Gabriel D. Cunnion as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office. **COHEN/TORRES**

Summary

Pursuant to Local Government Code Chapter 86, Subchapter B 86.011 (a) The Commissioner's Court shall approve and confirm the appointment of a Deputy Constable.

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

- (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.
- (b) Each deputy constable must qualify in the manner provided for deputy sheriffs.
- (c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.
- (d) A person commits an offense if the person:
 - (1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or
 - (2) is a constable and issues a deputyship without the consent and approval of the commissioners court.
- (e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

Deputy Constable Gabriel D. Cunnion will fill the budgetary approved position in the Constable, Pct. 2 Office.



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the County Judge to execute a rental agreement between the Hays County Local Health Department and Dripping Springs Ranch Park in the amount of \$1,006.25 for the venue location of the June 2023 Hays County Local Health Department Summer Health Fair. **SMITH/T.CRUMLEY**

Summary:

On June 17, 2023, The Hays County Local Health Department will be hosting a Summer Health Fair for the citizens of Hays County. It will be an event that will allow people to learn about local resources, receive vaccinations, and partake in family fun and activities. The fair will be held in Dripping Springs at the Dripping Springs Ranch Park Venue. Funding for the rental fee has been identified in and will be paid from the DSHS Health Disparities Grant.

Fiscal Impact:

Amount Requested: \$1,006.25

Line Item Number: 120-675-99-155.5391

Budget Office:

Source of Funds: DSHS Grant Funds

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Rental Agreement

G/L Account Validated Y/N?: Miscellaneous Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Rental Agreement

Ranch Park Quote



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: _____

Designated Event Spokesperson: _____

Address: _____ City/State/Zip _____

Phone #: (_____) _____ - _____ Alternate Phone #:(_____) _____ - _____

Email: _____

EVENT INFORMATION

Name of Event: _____ Website _____

Event Start Date: _____ (Actual Rental, including set up)

Event End Date: _____ (Actual Rental, including break down)

Event Start Time: _____ * Event End Time: _____

***All music & alcohol consumption must end by 10PM. No exceptions.**

Description of Event: _____

Expected Attendance for Event: _____

Times and Types of Use: *(Please be specific and list all times the space is needed, including deliveries & set-up. Failure to list all set up times & dates and event times could result in the building not being accesible or staff unavailable at your desired times.* Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Additional Per hour rates are available to Full and Half day rentals.

Set Up dates and times? _____

Special Requests? _____



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

SOUND & AUDIO/VISUAL EQUIPMENT

Will there be loudspeakers, live music or any activity which involves amplification equipment or devices of any kind? ☐ YES ☐ NO If yes, please describe: _____

Will you use DSRP Sound System/Microphones? ☐ YES ☐ NO

Will you use the projector/screen in the Special Event Room? ☐ YES ☐ NO

Will you need a sound/AV Tech (additional fee TBD) prior to or during your event? ☐ YES ☐ NO

If you answered 'YES' to any of the above, please state your specific needs for sound/AV: _____

SPECIAL ELECTRICAL NEEDS

(Special electrical needs will result in additional fees)

Do you have special electrical needs/set up? ☐ YES ☐ NO

If **YES**, special electrical needs *must be submitted to DSRP no later than 30 days in advance of the event*. Failure to make this submittal could hinder your electrical needs being met by the facility. Please describe special electrical needs in detail: _____

ALCOHOLIC BEVERAGES

**Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements*

Will alcohol be served at your event? ☐ YES ☐ NO

Will alcohol be sold at your event? ☐ YES ☐ NO

If alcohol is to be **sold** at your event, you must provide a copy of your **Texas Alcoholic Beverage Commission Permit** and a copy of the **Certificate of Liability Insurance** with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: _____

Date Submitted: _____ Received by: _____

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620
MAILING ADDRESS: PO Box 384
DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): ☐ YES ☐ NO

Approved for Alcohol Sales: ☐ YES ☐ NO

City Staff Signature of Approval: X _____

GENERAL LIABILITY INSURANCE

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured): ☐ YES ☐ NO

CONCESSION SALES

Would you like to request concession sales at your event? ☐ YES ☐ NO

SPECIAL SET-UP or DIRT NEEDS

(Special set-up & dirt needs will result in additional fees)

Do you have special set-up needs or special dirt needs? ☐ YES ☐ NO

If **YES**, special set-up needs or special dirt **needs must be submitted to DSRP no later than 30 days** in advance of the event. Failure to make this submittal could hinder your set-up and/or dirt needs being met by the facility.

Please describe special set-up and/or dirt needs in detail: _____



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

DRIPPING SPRINGS RANCH PARK FACILITIES RENTAL POLICY

(approved 12/10/19)

POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena ("DSRP Event Center and Outdoor Arena"). In this document, the City of Dripping Springs is referred to as the "City". The Dripping Springs Ranch Park Event Center Manager ("DSRP Manager") will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

DSRP EVENT CENTER DEFINITIONS

Event Center Facility Rental

Fee includes use of the large indoor arena, small arena, lights, announcer's booth, public address system, chutes, panels, warm up arena and common/ vendor areas; 12,000 sq. ft meeting space & 6,000 sq. Ft. meeting space, Concession Kitchen. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Large Indoor Arena Rental

Fee includes use of large indoor arena, lights, announcer's booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Small Indoor Arena Rental

Fee includes use of small indoor arena, lights, announcer's booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Large Special Event Room Rental

Fee includes the 12,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Small Special Event Room Rental

Fee includes the 6,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Vendor Hall/Front Porch Rental

Fee includes the 19,000 sq. ft. covered area in the Event Center is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Event Center Stalls

Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a fee for use stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses to the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any livestock pens, rough stock pens or cattle pens is prohibited. *Rental period is 24 hours, noon to noon daily.* Users may pay the fee at the Dripping Springs Ranch Park or may pay directly the Lessee/event holder who is responsible for remitting payment to the City. Using the stalls without renting this amenity will result in forfeiture of event deposit. DSRP requires that each stall have a minimum of 2 bags of shavings per stall. Shavings are not included in the stall rental price but are available for purchase at

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

**PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620
MAILING ADDRESS: PO Box 384
DRIPPING SPRINGS, TEXAS 78620**



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Dripping Springs Ranch Park. No outside shavings are allowed. Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates.

RV Sites

Rental period is 2PM-10AM daily. Electricity and water are included in fee. Campers may pay the Ranch Park staff or the Lessee/event holder responsible for remitting payment to the City. Maximum stay is 7 days. Event Managers/Show managers have the option to do their own RV check-ins and remit payment to DSRP for RVs at DSRP rates.

Concession Stand Rental

The Concession stand is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Concession Kitchen Rental

The Concession Kitchen is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

Tables and Chairs

The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

Arena Prep

DSRP will provide personnel on site to prepare the arena dirt before the rental time period as needed. Cost is included in rental fee. Lessees who wish to work the dirt themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 of liability insurance coverage to cover personal and property injury/damages to, including but not limited to, any portion of the arena, including the base layer of the arena floor. All equipment brought in by outside parties must be approved by the event center staff prior to use in the arena. Said equipment should be well maintained and in good working order. The DSRP equipment is available for use during events for a fee. Before use each operator must be cleared by staff on equipment use and sign the DSRP Equipment Use Waiver.

OUTDOOR ARENA COMPLEX DEFINITIONS

Dripping Springs Ranch Park also has an outdoor arena available for rental. Amenities include the riding arena, a round pen, and arena lights.

Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

Outdoor Riding Arena & Round Pen Rental

The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use, announcer's booth, and public address system. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses. The fee does not include any facilities not listed here. Additional Custodial Fees required.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

POLICIES FOR USE: Dripping Springs Ranch Park Event Center & Outdoor Arena

1. **No GLASS** containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes all outdoor spaces. **Failure for lessee and guests to comply with this policy will result in a \$500 fine and immediate cancellation of your event.**
2. When renting the special event rooms or any other areas of the facility it is the event holder's responsibility to supervise all children. Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors. **Failure to follow these guidelines could result in immediate cancellation of event.**
3. **Facility Rental Period:** Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Per hour rates are available to Full and Half day rentals.
4. **Multiple Day Events:** Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight of the last day of booking or the per hour charge will apply to additional clean-up time.
5. **Parties booking individual areas** of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions the entire Event Center must be reserved.
6. **No Sublease:** No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors related to your event. The City requires knowledge of all the parties it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena and stalls and rents the stalls to its participants will not be considered as subleasing.
7. **Event Scheduling:** Bookings may be made up to eighteen (18) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance.
8. **Event Scheduling:** DSRP retains the right to refuse booking an event of a competing or similar nature within 45 days of an event already booked.
9. **Events with amplified music** must end at midnight and is restricted to 65 decibels or less. One hour will be given to clean up and exit after the event, but the music must end at midnight. Events with alcohol must cease alcohol consumption at midnight. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred. This 1-hour clean up time counts towards the 12 hour or 6 hour rental time frame.
10. **Payment:** A \$250 non-refundable deposit that credits toward your rental fees is due to reserve any dates. Remaining fees are due sixty (60) days prior to your event. The estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional amenities or facilities are added or deleted at a later date, additional fees or refunds may apply. Events cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a refund minus the \$250.00 deposit. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive **NO** refund. **A \$25.00 NSF fee will be assessed for all returned checks.**
11. **Security Deposit:** A credit card must be placed on file as a security deposit. To avoid charges, Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City will be charged to the card on file at actual cost.

12. **Insurance:** Event Lessee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City and DSRP as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and the Dripping Springs Ranch Park Event Center and Outdoor Arena.
13. **Indemnification:** City shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the DSRP Event Center and Outdoor Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify City and hold City harmless from any loss, expense or claims arising out of any such injury.
14. **Alcoholic Beverages:** No sale of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Lessees and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event.
15. **Security and Emergency Medical Services ("EMS"):** Lessee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. **Lessee shall be responsible for the actions and safety of Lessee or any of Lessee's guests, patrons, or anyone on or around the DSRP Event Center and Outdoor Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee's and City's property or the property of such persons, including any vendors, from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken.** The City must approve the Lessee plan for security and safety a minimum of three (3) business days before the first day/date of the event. The event cannot take place without prior written approval from the City.

Emergency Medical Technicians are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event by event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder.

The establishment of Security requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All security officers will be arranged for and managed by the event holder. Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

All Events with alcohol must have security present. Events with up to 250 attendees must have one licensed security personnel. 250-500 attendees require 2 licensed security personnel. Attendance of over 500 persons requires 3 licensed security personnel.

Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event.

17. **Release of Liability Waivers:** The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to Dripping Springs Ranch Park Staff no later than seven (7) business days after an event is completed. A copy of the City's waiver may be obtained from Dripping Springs Ranch Park or on the Ranch Park's website.
18. **Special Event Food Vendors:** Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact Kyle DeHart, City of Dripping Springs Environmental Health & City Inspector for more information.
19. **Concessions:** Please contact dsrpinfo@cityofdrippingsprings.com to inquire about concessions availability.
20. **Overnight RV Camping:** Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP Staff or the Lessee/event manager responsible for remitting payment to the City. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the RV owner.
21. **Overnight Primitive Camping:** Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP staff or the Lessee/event manager responsible for remitting payment to the City. Please note that the Park does not have electrical hook-ups for campers.
22. **Toilets:** The Event Center houses sixteen women's toilets, nine men's toilets and three urinals. The new addition houses eight women's toilets, five men's toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Lessee is responsible for renting additional toilets. Please see guidelines.

Special Event Toilet Calculator

Special Event Ticket Calculator												
		Maximum Attendance*										
Number of Hours		100	250	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
	1	1	2	2	3	4	10	10	12	17	20	24
	2	1	2	3	4	8	12	16	20	27	32	39
	3	1	2	3	5	10	15	19	24	34	38	47
	4	1	2	4	6	11	16	22	27	38	41	54
	5	2	2	4	6	12	18	24	29	41	42	58
	6	2	3	4	7	13	18	25	31	42	46	62
	7	2	3	4	7	13	19	25	32	46	46	64
	8	2	3	4	7	14	20	27	33	46	46	66

*If alcohol is being served, we recommend increasing the number of restrooms for your event. Please keep in mind that this is an estimated number of restrooms needed. You may need more, or less depending on your specific needs.

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620

MAILING ADDRESS: PO Box 384
DRIPPING SPRINGS, TEXAS 78620



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

24. **Parking:** Parking at DSRP event center is free to Lessee and its participants. The City may choose to charge for parking at other hosted events. If your event attendance is expected to exceed 500 attendees, Lessee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. Parking Plans, parking requirements or parking lot attendants may be required, and this determination is at the sole discretion of DSRP management.
25. **Equipment:** Show production equipment provided by the Lessee must be removed by Lessee from the arena or other fields no later than end of rental period. All City equipment such as orange cones or other equipment provided by the City must be returned to original placement following use. All leasable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
26. **Orange Cones:** If Available the City will have, free of charge, 36" tall orange traffic cones should the Lessee request them for an event. Lessee is responsible for notifying the City at least five days prior to event, providing the number of cones needed. Lessee is also responsible for placing cones where needed and returning them to their original location. Lost/damaged cones will be replaced at Lessee expense.
27. **Coggins Lab Accession Log:** Lessee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current Coggins Lab Accessions are required for all horses on DSRP property.
28. **General Park Rules:** General park rules for the City apply at the DSRP Event Center and Outdoor Arena. Campfires, glass containers, or fireworks are NOT permitted at the DSRP Event Center and Outdoor Arena complex or in the general park area. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact City Hall at 512-858-4725.
29. **No alterations of any structure** will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason.
30. **No signs or banners** shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
31. It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
32. **No smoking on or around** the DSRP Event Center and Outdoor Arena.
33. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased on site from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Lessee to invited guests at a private function that is not open to the general public.
34. **Dogs must be on leash at all times** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after dogs or may be asked to leave the premises.
35. **Special Needs:** If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
36. **Planning Setups (Floor Plans):** DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you plan the floor plans and layout for your event. All efforts will be made to ensure no detail is overlooked.
37. **Floor Plan, layout, dirt needs & electrical needs and parking plan:** The floor plan, event layout, dirt needs and electrical need and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30-day deadline may result in additional fees.
38. **DSRP has wifi internet available.** A password is required for access.
39. **Please keep DSRP staff informed of any deliveries** for your event. DSRP cannot accept responsibility for liability or loss. Lessees must arrange for security for items shipped in advance. DSRP does not arrange return shipping for any item, this is the Lessees responsibility.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

41. **DSRP will provide trashcans and liners for events.** Lessee is responsible for utilizing these cans throughout your event. Your custodial fee covers staff changing out trash throughout your event. All bulk trash items must be removed by Lessee. If not removed and disposed of an additional clean up fee may be assessed.
42. **The DSRP Lobby is not a rental space.** It is common area which serves as the entrance and restroom access for concurrent events. No Lessee will be permitted to conduct events in the Lobby that would interfere with other events occurring within DSRP.
43. **Any space is rented as is; 'four walls';** any changes or modifications could result in additional fees. Please refer to fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
44. **Each event will have a designated spokesperson.** Any communications before and during the event must come through the designated spokesperson.

**Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions, the entire Event Center must be reserved.

To ensure no other events will take place during your event, you must book the entire Event Center.

The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30 day deadline may result in additional fees.

The decision as to whether or not a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center rests with the DSRP Manager.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

EVENT NAME: _____

FEES

EVENT DATE: _____

Rental Space(s) Requested

Entire DSRP Park
Entire DSRP Facility
Main Indoor Arena
Exhibit Hall

Main Event Room Main
Concession Kitchen
Livestock Arena-New Expansion
Small Event Room-New Expansion

Catering Kitchen-New Expansion
Outdoor Arena
Outdoor Trails
Field (4 total) How many?

\$250 Non-refundable deposit is due to reserve dates. Full payment due ninety (90) days prior to the event.

RENTAL SPACE FEE AMOUNT: _____

ADD ONS & FEES: _____

TOTAL RENTAL FEES: _____ **BALANCE DUE ON RENTAL FEES:** _____

REFUNDABLE DEPOSIT DUE: WAIVED by MGR

Please read and initial/date below:

Initial: _____ Date _____ I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: _____ Date _____ I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: _____ Date _____ Damages to the rental space, facilities or any part of Dripping Springs Ranch Park Property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: _____ Date _____ Other fees may be assessed on an event basis depending on special requirements and requests from lessee.



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. Lessee hereby agrees to indemnify and hold harmless the City of Dripping Springs, and its officers and employees from and against any and all liabilities for any injury to person or property which may be suffered by me or by my party arising out of or in any way connected with participation in the rental noted above. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

Lessee or Designated Event Spokesperson Signature

Date Signed

1/5/2023

City Representative

A handwritten signature in black ink that reads "Johnna Krantz".

Date Signed

*****CASH AND CHECKS ARE ACCEPTED*****

Please make checks payable to: DSRP; and hand deliver to 1042 Event Center Drive, Dripping Springs, Texas 78620 OR mail to DSRP, PO Box 384, Dripping Springs, Texas 78620. Contact DSRP Manager for more information.

Johnna Krantz, DSRP Event Center Coordinator, jkrantz@cityofdrippingsprings.com

June 10, 2023 Summer Health Fair



From	To	Quote	5552646
Dripping Springs Ranch Park	Hays County Local Health Department	Issued	January 5, 2023
1042 Event Center Drive	Austin Baier	Valid Until	March 31, 2023
PO Box 384	401-A Broadway Street		
Dripping Springs, TX 78620	San Marcos, TX 78666		

ITEM	QUANTITY	PRICE	TOTAL
Main Event Room: 6hr Rental (Weekend Rate) Use of Main Event Room for 6 hours including setup and breakdown.	1	\$800.00	\$800.00
Main Event Room: Hourly Add-on hourly use of Main Event Room	1	\$75.00	\$75.00
Non-Profit Discount 25% off base rental fees Discount not applicable to Custodial Fees or Staff Labor Fees	1	\$-218.75	\$-218.75
Main Event Room Custodial Fee Custodial Fee includes Trash Service throughout event, Bathroom Checks, Sanitizing Surface Wipe downs, and cleaning of event space after event.	1	\$350.00	\$350.00
Damage Deposit (WAIVED by Management) This deposit ensures against damages to the Dripping Springs Ranch Park and Event Center. The deposit is fully refundable as long as no portion of the facility, grounds, or equipment are damaged during an event.	1	\$0.00	\$0.00

Subtotal:	\$1,006.25
Tax:	\$0.00
Total:	\$1,006.25

To indicate your acceptance of the above, sign electronically below.

Type your name



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Ron Hood

Sponsor:

Agenda Item:

Authorize the Hays County Constable Pct. 4 Office to accept a donation of \$1,646.50 from the Knights of Columbus Council #11695 and amend the budget accordingly. **SMITH/SHELL**

Summary:

The Constable Pct. 4 Office received a donation of \$1,646.50 from the Knights of Columbus Council #11695. The Knights of Columbus Council #11695 is requesting that the fund be used to purchase training aides to assist law enforcement in response to critical incidents, i.e., active shooter, mass casualty, and traumatic trauma events.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-638-00.4610

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$1,647) - Increase Contributions 001-638-00.4610

\$1,647 - Increase Misc. Equipment_Operating 001-638-00.5719_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Contributions and Misc. Equipment Operating Expense

New Revenue Y/N?: Yes, \$1,646.50 in Contributions

Comments:

Attachments

Rescue Essentials - Donation

RESCUE ESSENTIALS

GSA Contract: GS-07F-0188Y
 CAGE: 0H542
 DUNS: 10-587-8292
 EIN: 26-3669072

8770 Trade St
 Leland, NC 28451
 Phone: 910-830-0286
 Fax: 866-710-4356

QUOTE**QUOTE # 6008924****PROFORMA QUOTATION**

Page 1/1

BILL TO:

Hays County Constable Office - Precinct 4

712 South Stagecoach Trail
 Ste 1071
 San Marcos, TX 78666
 P: 5128587605
 F: 5128584799

SHIP TO:

Hays County Constable Office - Precinct 4

Ron Hood
 195 Roger Hanks Pkwy
 Dripping Springs, TX 78620
 P: 5128587605
 F: 5128584799

Customer ID	Ship Via	Sales Rep	Terms	Date
REHAYSTXCONS	BEST WAY - CUST	APV	NET 30	9/22/2022

Quantity	UOM	Item #	Description	Unit Price	Extended Price
1	EACH	30-0670	TrueClot Inguinal Trainer (5174)	\$645.00	\$645.00
1	EACH	30-0454	TrueClot Tourniquet Trainer (5171)	\$645.00	\$645.00
1	EACH	30-0912	Luna PCT3 Training Leg (5172)	\$495.00	\$495.00

ACTUAL SHIPPING COSTS WILL BE INVOICED

Subtotal	\$1,785.00
Misc	\$0.00
Tax	\$0.00
Freight	\$40.00
Discount	\$178.50
Total	\$1,646.50

PRICES QUOTED ARE FIRM FOR 30 DAYS FROM THE ABOVE DATE

This is not an invoice; do not use to make payment.

Sales Tax may be applied when applicable. Please provide your sales rep with your tax
 exempt certificate to have your account updated accordingly.



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

CUTLER

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute an Interlocal Agreement for Use of Jail Facility between Atascosa County and Hays County for the care and custody of Hays County inmates, effective January 1, 2023. **INGALSBE/CUTLER**

Summary:

Hays County currently has an Interlocal Agreement with Atascosa County for the care and custody of Hays County inmates. This Agreement is really an amendment, rather than a new Agreement. This version amends the daily rate and medical billing procedures.

Fiscal Impact:

Amount Requested: N/A

Line Item Number: 001-618-03.5361

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Interlocal Agreement

G/L Account Validated Y/N?: Yes, Contract Inmate Detention

New Revenue Y/N?: N/A

Comments:

Attachments

Atascosa County Jail ILA

INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITY

This Agreement is made and entered into this 31st day of January, 2023, by and between Atascosa County Texas, a political subdivision of the State of Texas (hereinafter referred to as "ATASCOSA") and Hays County, Texas a political subdivision of the State of Texas (hereinafter referred to as "HAYS"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, HAYS AND ATASCOSA seek to enter into an Agreement to provide for the incarceration of HAYS prisoners (both males and females) in the ATASCOSA County Detention Facility; and

WHEREAS, the purpose of the Agreement is to assist neighboring counties with providing for the public health, safety and wellbeing of each county as well as for the security of the neighboring communities.

NOW, THEREFORE, HAYS AND ATASCOSA in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. ATASCOSA hereby agrees to house prisoners for HAYS on a space available basis. The availability of space shall be determined by the ATASCOSA County Sheriff in accordance with current jail regulations as promulgated by the Texas Commission on Jail Standards concerning the separation and categories of prisoners. ATASCOSA shall follow the Texas Commission on Jail Standards as it pertains to the operation of the facility in regards to care, custody, and control of all prisoners transferred to their custody.
2. HAYS shall pay ATASCOSA a daily prisoner-housing fee of \$65.00 per day. The day the prisoner is "booked in" or received by ATASCOSA will be counted and charged. The day

the prisoner is "booked out" or transported from ATASCOSA and does not return will not be counted or charged. ATASCOSA will mail HAYS a monthly, itemized invoice showing the actual number of HAYS prisoner days in that month and the daily HAYS prisoner count. HAYS will remit the full amount of the invoice to the ATASCOSA County Auditor's Office within Thirty (30) days of receipt thereof.

3. In addition to the daily prisoner housing fee set forth above, HAYS will pay for any and all hospital, mental health, dental, or other health care services and any prescription drugs provided to any HAYS prisoners, housed by ATASCOSA. Non-prescription medication will be provided at no cost to HAYS or its prisoners. HAYS grants ATASCOSA the authority to arrange for any off-site providers to bill HAYS directly for the costs of hospitalization and/or medical care for any HAYS inmate. In the event direct billing is unavailable, HAYS shall reimburse ATASCOSA for the costs it incurs.
4. HAYS agrees to comply with all booking procedures of ATASCOSA, a copy of which will be provided to HAYS.
5. HAYS agrees that ATASCOSA will not house any injured prisoners unless HAYS has furnished an acceptable medical release signed by appropriate medical personnel, certifying that such prisoner may be incarcerated.
6. ATASCOSA shall notify HAYS as soon as practical in the event that any HAYS prisoner is injured while incarcerated at ATASCOSA; and will follow up in providing HAYS with copies of all incident reports prepared, relative to said injury.
7. The ATASCOSA County Sheriff reserves the right to refuse or return any HAYS inmate if he determines it to be in ATASCOSA's best interest. HAYS shall promptly arrange to take custody of any such prisoner so requested by ATASCOSA.

8. ATASCOSA shall be fully responsible and liable for all suits, claims, losses, and expenses, including ATASCOSA'S reasonable attorney's fees, arising out of ATASCOSA'S performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by ATASCOSA, and including the transfer of prisoners to and from ATASCOSA unless transported by HAYS. Nothing herein shall be deemed as ATASCOSA indemnifying HAYS from suit brought by an inmate against HAYS.
9. TERM: This agreement shall commence January 1, 2023 and shall continue until September 30, 2023, unless terminated as set forth herein. Thereafter, and unless terminated as herein provided, or otherwise renegotiated, the agreement will automatically renew for additional one (1) year terms, beginning October 1 and ending September 30. If either party deems renegotiation to be necessary, that party shall notify the other party by certified mail, addressed to the County Judge of that party, at least sixty (60) days in advance of the date on which the current term will terminate. Either party may terminate this Interlocal Agreement without cause by giving sixty (60) days written notice of its intent to terminate the Interlocal Agreement.
10. HAYS is solely responsible for transporting the inmates to ATASCOSA'S FACILITY. In the event it becomes necessary for ATASCOSA to provide transportation to sites for medical attention, HAYS agrees to reimburse ATASCOSA for transportation costs made by ATASCOSA at the rate of \$.55 per mile.
11. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement nor specifically set

forth herein. This Agreement may be modified or amended only by agreement in writing executed by each party, and not otherwise. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

12. Commitment of Revenues. In the event that, during any term hereof: the Commissioners Court does not appropriate sufficient funds to meet the obligations of HAYS County under this Interlocal Agreement, then HAYS County may terminate this Agreement upon ninety (90) days written notice to ATASCOSA County. HAYS County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of HAYS County.
13. Immunities. It is expressly understood and agreed that, in the execution of this agreement, neither County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
14. Insurance. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
15. Assignment. This agreement is not assignable without the written consent and approval of the other party.
16. Conflicts with Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

17. No Waiver: No waiver by any party hereto of any breach of any provision of the agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

18. Notice: Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to ATASCOSA:

County of Atascosa, Texas

Attn: Atascosa County Judge

1 Courthouse Circle Drive, County Courthouse, Suite 101

Jourdanton, TX 78026

With copy to: Atascosa County Sheriff

David Soward

1108 Campbell Avenue

Jourdanton, TX 78026

If to HAYS:

County of Hays, Texas

Attn: Hays County Judge

111 E. San Antonio St., Suite 300

San Marcos, TX 78666

With copy to: Hays County Sheriff

Gary Cutler

810 South Stagecoach Trail

San Marcos, TX 78666

19. Entire Agreement: This contract contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

20. Legal Construction/Severability: In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Prior Agreements: This Agreement supersedes and terminates all previous Interlocal Agreement between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under

any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

22. Additional Documents: The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

23. Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

24. Headings: The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

25. Gender and Number: All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

26. Non-Discrimination: The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

27. Authority to Execute: The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Counties in accordance with its terms.

28. Governmental Purpose: Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

ATASCOSA COUNTY, TEXAS:

Robert L. Hurley
County Judge, Atascosa County, Texas

HAYS COUNTY, TEXAS:

Ruben Becerra
County Judge, Hays County, Texas

ATTEST:

County Clerk, Atascosa County, Texas

County Clerk, Hays County, Texas



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item:

Approve the purchase amount of \$1,527.50 for batteries and seals for routine maintenance on election equipment; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a) (7) (D). **BECERRA/DOINOFF**

Summary:

This item requires approval, because these items are not included in the contract pricing.

\$1,527.50 to be paid out of the election expenses line item. 002-655-00.5446.

Fiscal Impact:

Amount Requested: \$1,527.50

Line Item Number: 002-655-00.5446

Budget Office:

Source of Funds: Election Contract Fee 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 Chpt. 262.024 (a) (7) (D) for captive replacement parts or components for equipment.

G/L Account Validated Y/N?: Yes, Election Expenses

New Revenue Y/N?: N/A

Comments:

Attachments

Quote



Pricing Quote

Date: January 24, 2023
Customer: Hays County Texas

Customer PO (if applicable): quote #10903

System Version: Verity 2.5.3

Additional Notes: * Please check Billing and Shipping Addresses, Phone, Fax and eMail; make corrections on this form so we may update our database.
* You may fax with signature to 800-437-3532, or scan and email to ElectionSupplies@hartic.com, to place this order.

Requested Delivery Date:

Item	Description	Qty.	Unit Price	Ext. Price	Remarks
1	KIT-CFAST-38BT	470.00	\$3.25	\$1,527.50	
Subtotal				\$1,527.50	
	Shipping & Handling			\$75.00	estimated
Total				\$1,602.50	

Prices are effective for 30 days from date of quote.

Terms and Conditions:

Payment Terms:

Billing Address and Phone

Hays County TX
712 S Stagecoach Trail, Suite 1012
San Marcos, TX 78666
Attn: Jennifer Anderson Doinoff

Phone: 512-393-7307

Fax:

email: jennifer.doinoff@co.hays.tx.us

Billing Instructions

ELEC ACCT#: HCA18118
PRINT ACCT#:

Shipping Address and Phone

Hays County TX
712 S Stagecoach Trail, Suite 1012
San Marcos, TX 78666
Attn: Jennifer Anderson Doinoff

Phone: 512-393-7307

Fax:

email:

Shipping Instructions

Hart Approval:

Name: Shawn Kennedy

Fax: 800-437-3532

Title: Client Solutions Specialist

Phone: 800-223-4278 Option 3

Customer Approval:

Signature:

Title:

Print:

Date Signed:



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Specialty Courts Program for the Hays County Mental Health Court in the amount of \$259,949.62. **SMITH/T.CRUMLEY**

Summary

Through this grant application, the Mental Health Court seeks funding for day to day operations of the court as well as treatment services for clients. The Office of the Governor, Specialty Courts Program seeks to provide assistance to various specialty court programs such as mental health courts, drug courts, etc. There are no matching funds required for this grant.

Grant Number: 4709901

Grant Period: 9/1/2023-8/31/2024

Attachments

Mental Health Court Application
Resolution

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4709901 **Start Date:** 9/1/2023 **End Date:** 8/31/2024**Project Title:** Hays County Mental Health Court**Status:** Application Pending Submission

Narrative Information

Introduction

The purpose of this funding is to support specialty court programs as defined in Chapter 121 and Chapter 129 of the Texas Government Code.

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

Program-Specific Questions

Participant Fees

Does this specialty court collect participant fees pursuant to Sec. 123.004 of the Texas Government Code?

☒ Yes

☐ No

If yes, what is the current dollar amount charged to participants?

250

In the last fiscal year, how many participants were charged a fee?

5

Of those participants charged, how many paid the fee?

2

Risk Assessment Tools

In addition to the felony-level TRAS (Texas Risk Assessment System) assessment, or the PACT (Positive Achievement Change Tool) assessment for juvenile courts, what additional assessment tools are utilized by this specialty court? Please also provide an explanation on how each assessment tool is implemented and the role it plays in this specialty court's case management process.

Yes. The Patient Health Questionnaire-9 (PHQ-9) from the University of Washington.

Certifications

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

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. OOG grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Cybersecurity Training Requirement

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

Criminal History Reporting

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

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

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit

complete and accurate bulk data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

If the applicant is a specialty court operated under Ch. 121 of the Texas Government Code, the following certifications apply:

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

The applicant will develop and maintain written policies and procedures for the operation of the program. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating.

Adoption of Adult Drug Court Best Practice Standards

Applicants operating an adult drug court certify that they are working towards full compliance with and adoption of Vol. I & II of the Adult Drug Court Best Practice Standards.

Adoption of Family Drug Court Best Practice Standards

Applicants operating a family drug court certify that they are working towards full compliance with and adoption of the Family Treatment Court Best Practice Standards.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Shari Miller

Enter the Address for the Civil Rights Liaison:

712 S Stagecoach Trail, Ste 1063, San Marcos, TX 78666

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(512) 393-2245

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

— **I certify to all of the application content & requirements.**

Project Abstract :

Hays County County Court-At-Law #3 serves as the county's Mental Health Court. As a recently formed court, the program is beginning to service a higher volume of clients. The mission of the Hays County Mental Health Court is to promote early identification of defendants with mental health issues and provide access to mental health and substance abuse treatment in order to reduce involvement in the criminal justice system. The

Mental Health Court combines treatment and judicial monitoring to achieve long-term stability, self-sufficiency by providing a continuum of care that holds defendants accountable and assists them in becoming law-abiding citizens, and successful members of the community. The length of participation for Mental Health Court is a minimum of 12 months and consists of three phases. The length of the program can differ for each participant and is directly related to the offense, individual progress toward treatment plan goals and compliance with MHC requirements and conditions. The Mental Health Court is seeking grant funds to provide counseling services and treatment for participants as well as equipment to run the day to day operations of the court itself.

Problem Statement :

Research shows that those with an untreated or undetected mental health concerns are more likely to be involved in the criminal justice system. The Hays County jail often sees offenders with untreated mental health issues that factor into them becoming repeat offenders. Once accepted into the mental health court program, participants can receive mental health and substance use services that fit their individual needs and treatment plans. Without these services, participants are more likely to become repeat offenders, cycle through the criminal justice system, and become reliant on the court system and jails.

Supporting Data :

In the calendar year 2022, there were 6,409 people booked into the Hays County jail. This was also the first year that the mental health court accepted participants and there were a total of 5 participants in the mental health court. In the 2023 calendar year, the mental health court plans to serve approximately 30 individuals, making for a 600% increase in services with a plan for an increase in services in calendar year 2024.

Project Approach & Activities:

Defendants who are booked in the Hays County jail are screened for possible issues, including those that determine whether or not they may be a good fit for the mental health court. After this initial screening, a more in depth assessment is done to determine eligibility for the mental health court program. Once a defendant is identified as a potential fit for the mental health court, staff will work to create an individualized treatment plan for each participant to meet their specific needs. At this point, staff will meet and determine if the defendant can be accepted into the program depending upon the needs of the client and whether they can be met, a client's clinical history, as well as the results of the initial screening and in depth assessment. If a client is a good fit for the mental health court, final adjustments will be made to the treatment plan and the client will begin the program. In order to participate in the program, defendants must enter a guilty or no contest plea in court. By addressing a participants individual mental health needs, the participant is less likely to cycle through the criminal justice system and become a repeat offender. Although activities for each individual will vary based on the specifics of their treatment plan, activities will include counseling services, substance abuse treatment when necessary, inpatient treatment, and specialty treatment when necessary including music therapy and culinary therapy. Staff will ensure clients are following their approved treatment plan and attending services and appointments as well ensuring all required drug and alcohol screenings are completed. Participants will also be required to meet with the judge twice a month during the duration of the program, with the potential to move meetings to once a month depending on the participants progress and success in the program.

Capacity & Capabilities:

The Hays County Mental Health Court started accepting participants in 2022. The Mental Health Court staff consists of an elected judge, a court administrator, and a court caseworker. The court administrator holds credentials as a Licensed Clinical Social Worker and the court's caseworker has 10 years of social service and program management making the staff qualified to work with participants in the program. The court caseworker is also fluent in both sign language and Spanish which increases the courts ability to communicate with a wide variety defendants. The court contracts with Hill Country MHDD, the local mental health authority for assessment services to determine whether or not participants are a good fit for the program as well as mental health services.

Performance Management :

Success will be measured by the number of participants who successfully complete the Mental Health Court Program. When participants enter the program, their case information is logged along with their individual

goals and treatment plan. Successful completion of the program include Stabilized mental health condition with medication compliance, abstinence from drugs and alcohol for the duration of the program period, successful completion of mental health and substance abuse treatment plan goals, and compliance with court orders, conditions of probation, and program requirements. Court staff will ensure participants are meeting their goals and treatment plan requirements through regular check-ins with therapists and other service providers as well as meetings with participants. Data will be tracked by the court case worker. Progress is assessed during 1:1 sessions, treatment team meetings with input from the local mental health authority, and confirming with other private practitioners that are involved in a participants treatment plan.

Target Group :

This project will serve and provide services for approved participants in the Mental Health Court. Defendants are determined to be a good fit for the mental health court program based on two assessments, the first performed at the time of booking and a second, more in depth assessment performed if there is indication that a defendant might benefit from the mental health court program.

Evidence-Based Practices:

The Court caseworker and administrator will complete a week long DWI Court Training in February 2023. The Court administrator also gives presentation to local organizations such as the Bar Association and the Hays Caldwell Women's Center to spread awareness about the MHC Per section 125.005 of the Texas Government Code, counties with more than 200,000 must establish a mental health court. Hays County has a population of 241,067 per the 2020 Census.

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

Print This Page

Agency Name: Hays County
Grant/App: 4709901 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Project Activities Information

Introduction

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

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Specialty Court - Mental Health	100.00	Funds will be used to support activities and operations for the mental health court

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Agency Name: Hays County
Grant/App: 4709901 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

Project Title: Hays County Mental Health Court
Status: Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of carry-over individuals participating.	3
Number of individuals NEWLY participating.	45

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of individuals who will successfully complete the program.	20

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

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

[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4709901 **Start Date:** 9/1/2023 **End Date:** 8/31/2024**Project Title:** Hays County Mental Health Court**Status:** Application Pending Submission**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	LOC3 and LOC4 Case management contractual services charged at \$1,000 per client per month. These services are reserved for clients who have the highest level needs of care and includes counseling and case management services 2-3 times per week as well as psychiatry services.	\$51,000.00	\$0.00	\$0.00	\$0.00	\$51,000.00	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Counseling services charged at the federal contractor maximum rate of \$81.25 per hour for 406 hours during the grant period for a total of \$32,987.50	\$32,987.50	\$0.00	\$0.00	\$0.00	\$32,987.50	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or	Specialty Therapy (Music/Culinary Therapy) to be used as an incentive for participants who remain with and excel in the mental health court program. Programs	\$7,875.00	\$0.00	\$0.00	\$0.00	\$7,875.00	0

	Treatment Services	consist of 16 one hour sessions priced at the maximum contractor rate of \$81.25/hour plus an intimal assessment and equipment kit cost of \$275, making the cost per client for these services \$1575. This will allow for a total of five clients to use this therapy avenue for a total of \$1575 * 5 resulting in \$7875.						
Contractual and Professional Services	Medically Assisted Treatment	In patient care for clients in need of immediate crisis stabilization. Cost per stay at \$24,000 for five clients. Stay lasts 2-3 weeks and is a one time cost per client.	\$96,000.00	\$0.00	\$0.00	\$0.00	\$96,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Temporary housing stay at hotels for clients awaiting transition to public housing. Stay is estimated at \$80 per night allowing for a total of 675 nights during the grant period. This will be used for clients who are currently housed and are transitioning to public housing, clients who need to leave domestic violence or unsafe situations to continue treatment and remain stabilized, or clients who will not be able to continue treatment	\$54,000.00	\$0.00	\$0.00	\$0.00	\$54,000.00	0

		because they are at risk of being evicted or becoming unhoused.						
Equipment	Desktop System and Accessories	2 Dell 27 USB-C Hub Monitor (27") priced at \$324.00 each for a total of \$648.00. Monitors are compatible with requested laptops for docking.	\$648.00	\$0.00	\$0.00	\$0.00	\$648.00	2
Equipment	Laptop System and Accessories	3 Dell Latitude 5530 laptops for court administrator, caseworker, and one intern to perform day to day activities. Laptops are priced at \$1328.74 each for a total of \$3,986.22	\$3,986.22	\$0.00	\$0.00	\$0.00	\$3,986.22	3
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories (\$5,000 or less per unit)	1 HP LaserJet Enterprise Printer for court administrator to run day to day operations of the court	\$568.90	\$0.00	\$0.00	\$0.00	\$568.90	1
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories (\$5,000 or less per unit)	Brother PPF4750E IntelliFax 4750e fax machine priced at \$605.99. Fax machine will be used to receive HIPPA restricted information directly to the Mental Health Court office. Also included is \$215.47 for the required fax machine adapter and \$118.08 for phone license fees.	\$939.54	\$0.00	\$0.00	\$0.00	\$939.54	1
Supplies and Direct	Cellular, Fax, Pager, and/or	Monthly cell phone plan priced	\$1,440.00	\$0.00	\$0.00	\$0.00	\$1,440.00	0

Operating Expenses	Office Telephone	at \$60/month for 2 employees = \$120 for 12 months = \$1,440						
Supplies and Direct Operating Expenses	Specialized Computer Software (\$5,000 or less per unit)	DocuSign License charged at \$10 per month for a total of \$120. DocuSign will be used to allow clients to sign the participation agreement directly as opposed to completing a paper signature through their attorney.	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00	0
Supplies and Direct Operating Expenses	Specialized Computer Software (\$5,000 or less per unit)	Wufoo License charged at \$30 per month for a total of \$360. This will allow the Mental health Court to create an online question for interested participants to complete. The information will automatically populate for court staff to access.	\$360.00	\$0.00	\$0.00	\$0.00	\$360.00	0
Supplies and Direct Operating Expenses	Specialized Computer Software (\$5,000 or less per unit)	Yearly subscription to Corrections Software Solutions to securely manage patient case information and treatment plans. Software is billed at \$620 per month * 12 months for a total of \$7440.00	\$7,440.00	\$0.00	\$0.00	\$0.00	\$7,440.00	0
Supplies and Direct Operating Expenses	Laptop System and Accessories (\$5,000 or less per unit)	2 Targus Citylite Laptop cases priced at \$42.23 each for a total of \$84.46	\$84.46	\$0.00	\$0.00	\$0.00	\$84.46	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	\$2500 for marketing/outreach materials (flyers, brochures, and printed literature)	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0

		that can be distributed to local advocacy and social services groups to increase awareness of the mental health court and increase community partnerships and collaboration.						
--	--	--	--	--	--	--	--	--

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



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Mental Health Court Grant project be operated in the 2024 year; and

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

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

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

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

ADOPTED THIS THE 31st DAY of JANUARY, 2023

Ruben Becerra
Hays County Judge

ATTEST:

Elaine Cardenas
Hays County Clerk



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services Community Emergency Response Team (CERT) division to accept a donation from the San Marcos Lions Club in the amount of \$5,400.00 and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

The CERT Division received a donation from the San Marcos Lions Club in appreciation for their assistance during local events. The funds will be used to purchase 4 automated external defibrillators (AED's).

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-98-313.4610

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$5,400) - Increase Contributions 001-656-98-313.4610

\$5,400 - Increase Misc. Equipment_Operating 001-656-98-313.5719_400

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes, Contributions and Misc. Equipment Operating Expense

New Revenue Y/N?: Yes, \$5,400 in Contributions

Comments: N/A



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Smith

Agenda Item

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

Summary

TRN-2022-5730-UTL	Frontier to install 4434' of fiber line via bore within the Cold River Run ROW in the 6 Creeks Subdivision.
TRN-2022-5731-UTL	Dripping Springs WSC proposing to install approximately 2,300 LF of 12" water line along Butler Ranch Road from RR12 to Llyod Lane intersection. It also proposes to install approximately 2,100 LF of 6" water line along Butler Ranch Road from 600 ft east of Llyod Lane intersection to dead end of the Road. The majority of the water line will be installed outside existing pavement.
TRN-2023-5773-UTL	PEC to replace pole and reconductor existing overhead lines which cross over Nutty Brown Road and Co Rd 354/Signal Hill.

Attachments

Site Plan

Permit

Plan Set

Location Map

Permit

Site Plan

Location Map

Permit

FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer CORY RIGGS at (310) 210-9882 sixty (60) days prior to need of service in order to confirm compliance,order materials,and schedule work forces. NOTE; FRONTIER COMMUNICATIONS,INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40,TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of thirty-six (36) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

PERMITTING AGENCY:
HAYS COUNTY

PICK UP POINT:
NEW HH

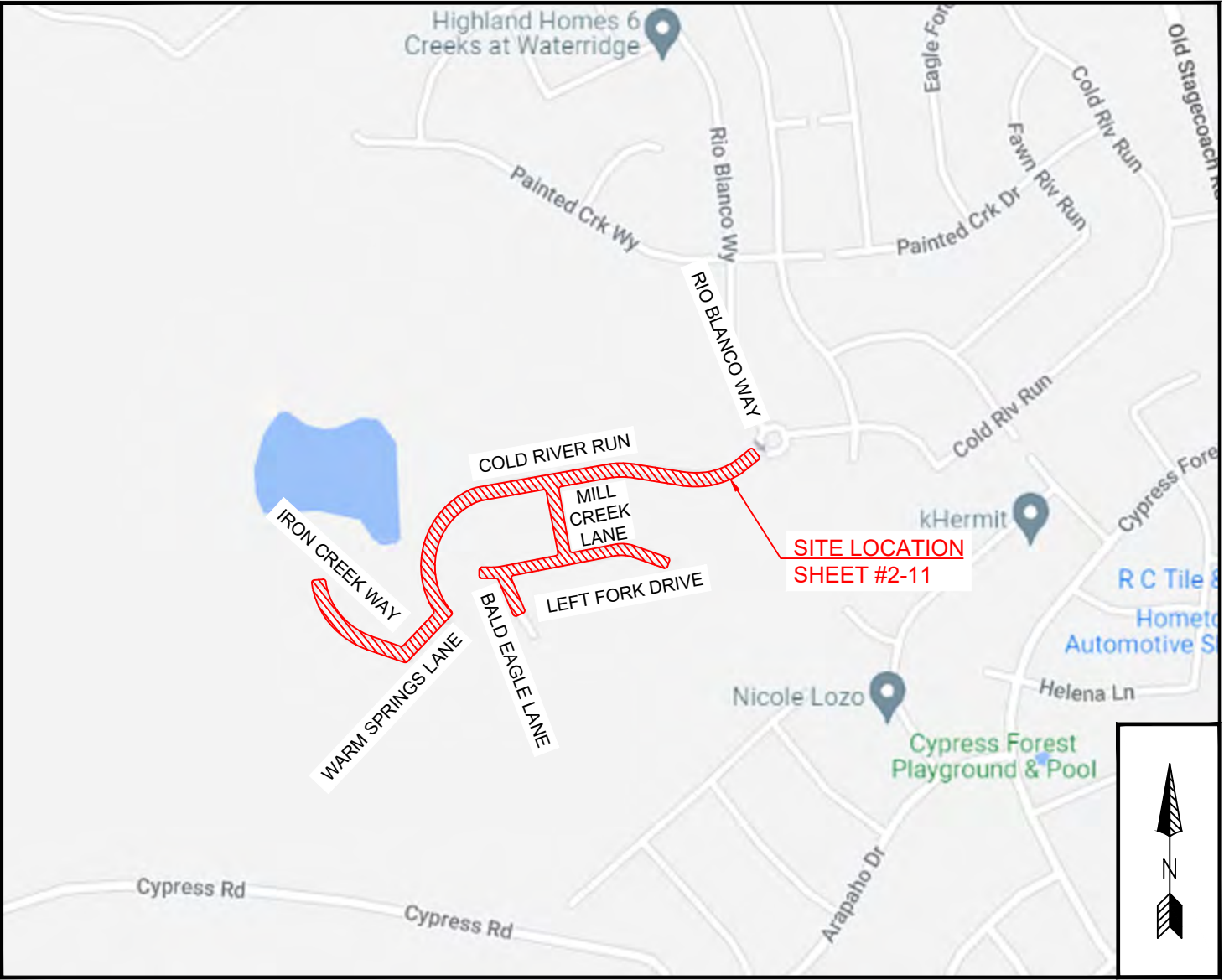
PATH FOOTAGE:
HAND DIG = 6'
BORE = 4434'

MATERIALS:
(1) NEW FDH CABINET 144
(1) NEW 3'X3' HH
(4) NEW 2'X3' HH
(11) NEW 17"X30" HH
(20) NEW 11"X11"X16" DROP BOX
3656' OF (1)-1.25" DUCT
778' OF (2)-1.25" DUCTS
6' OF (1)-4" DUCT



CONSTRUCTION PACKAGE

FDH - 909 COLD RIV RUN
COLD RIVER RUN & RIO BLANCO WAY
KYLE, TX 78640



VICINITY MAP
NTS

- HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS
- ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCS.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.

ABBREVIATIONS

BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	DRIVEWAY	R/W	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	C/G	CURB & GUTTER

LEGEND	
	New Trench
	New Bore
	Existing Gas
	Existing Water
	Existing Telephone
	Existing Sewer
	Existing Storm Drain
	Existing Electric
	Existing Manhole
	Existing Handhole (2'x3' or 17"x30")
	DSLAM
	X-CONNECT
	POWER PEDESTAL
	TELCO PEDESTAL
	3' X 5' PULL BOX
	POLE

JOB ID: 5309530

DATE: 08/16/2022

TITLE: FDH - 909 COLD RIV RUN

STREET ADDRESS: 909 COLD RIV RUN

CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)

FTR ENGINEER: CORY RIGGS (310)-210-9882

FTR INSPECTOR: JAMES WEST (972)-578-3224

Prepared by:

CHC CONSULTING

ENGINEERED BY:
CHC CONSULTING, LLC
9095 RIO SAN DIEGO DR, STE 450
SAN DIEGO, CA 92108

DRAWN BY:

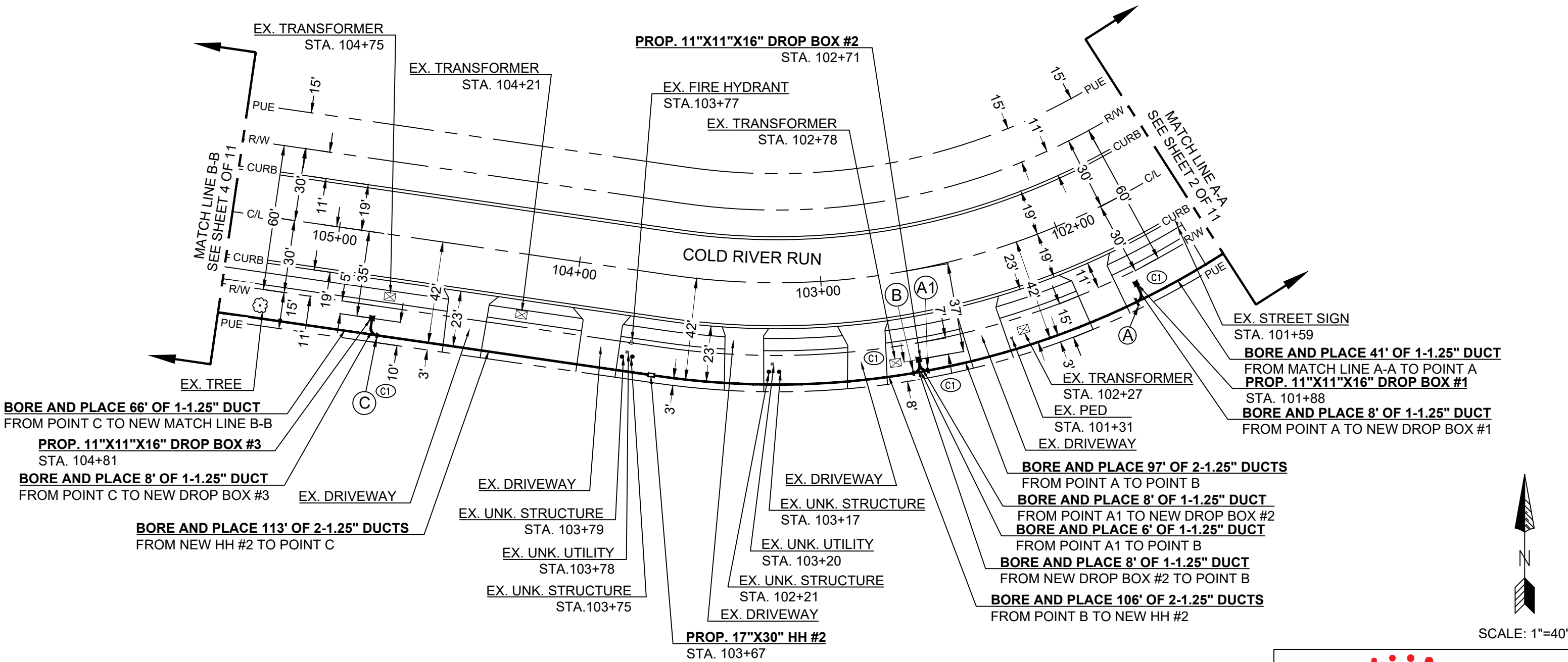
CHC CONSULTING

EST. #:

SHEET#:

1 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	91°



SCALE: 1"=40'



Know what's below.
Call before you dig.

Frontier

COMMUNICATIONS

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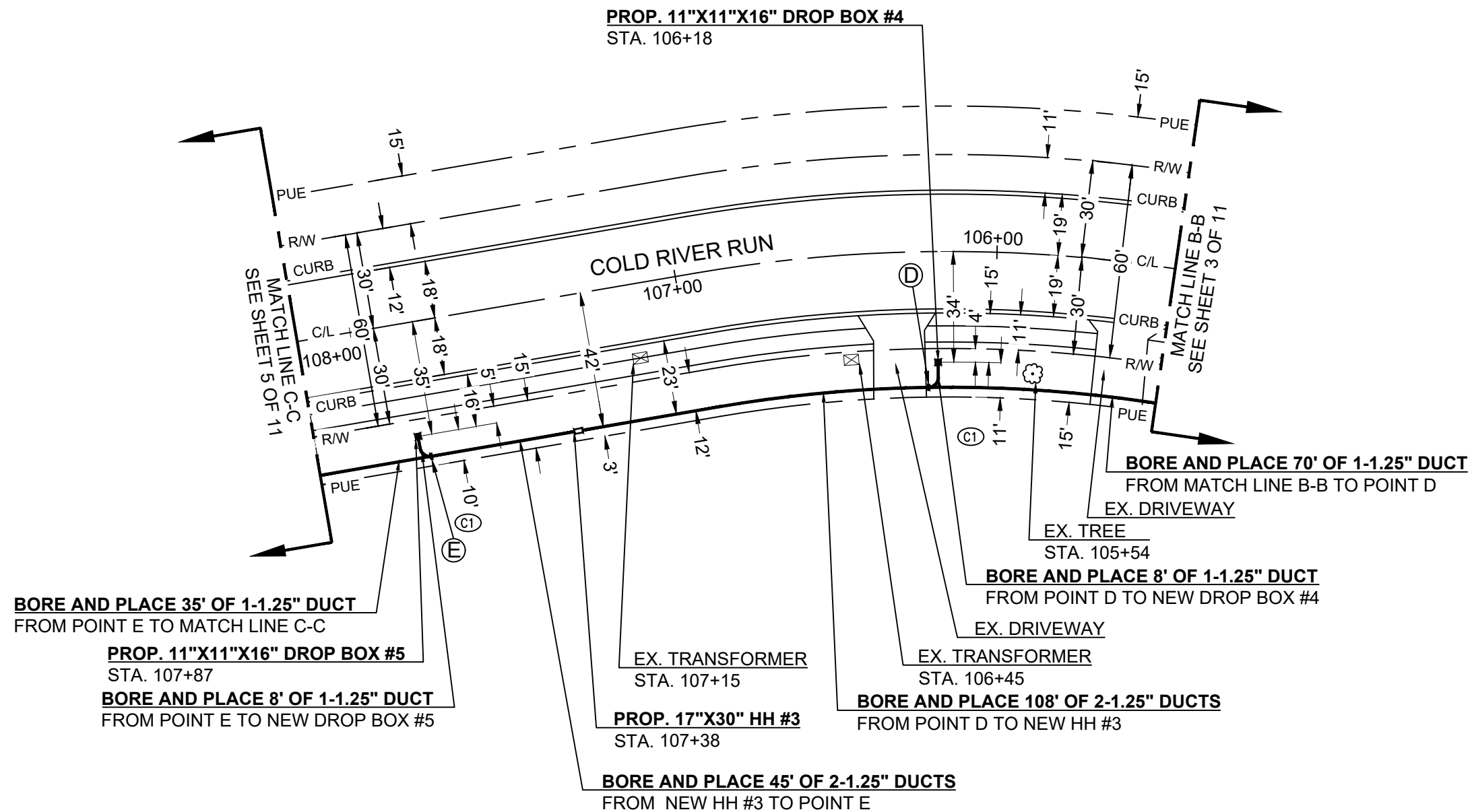
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EST. #:

SHEET#:

3 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	3'	4'	91°



Know what's below.
Call before you dig.



SCALE: 1"=40'

Frontier
COMMUNICATIONS

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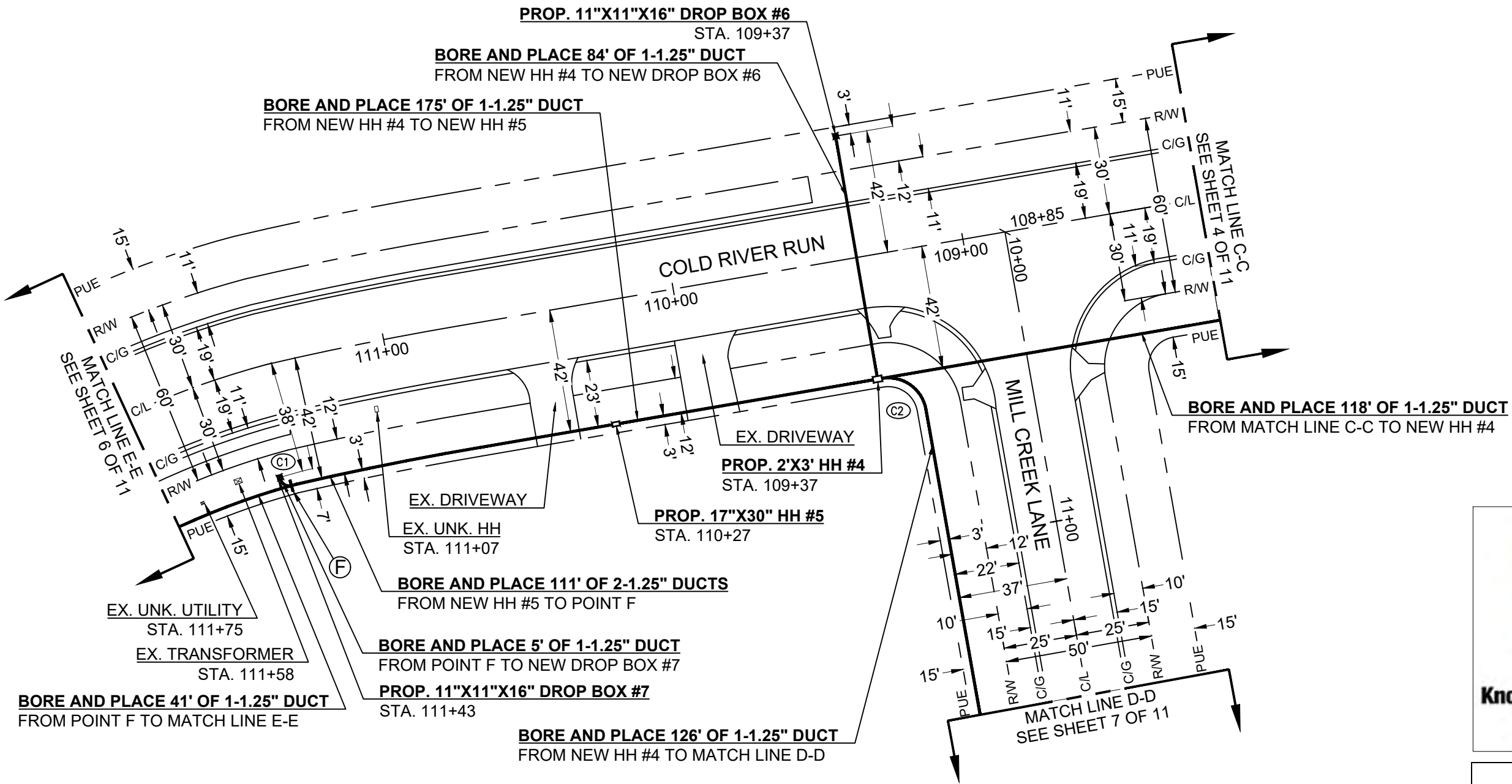
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CHC CONSULTING

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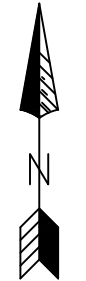
SHEET#:

4 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°
C2	12.5'	20'	90°



Know what's below.
Call before you dig.



SCALE: 1"=40'

Frontier
COMMUNICATIONS

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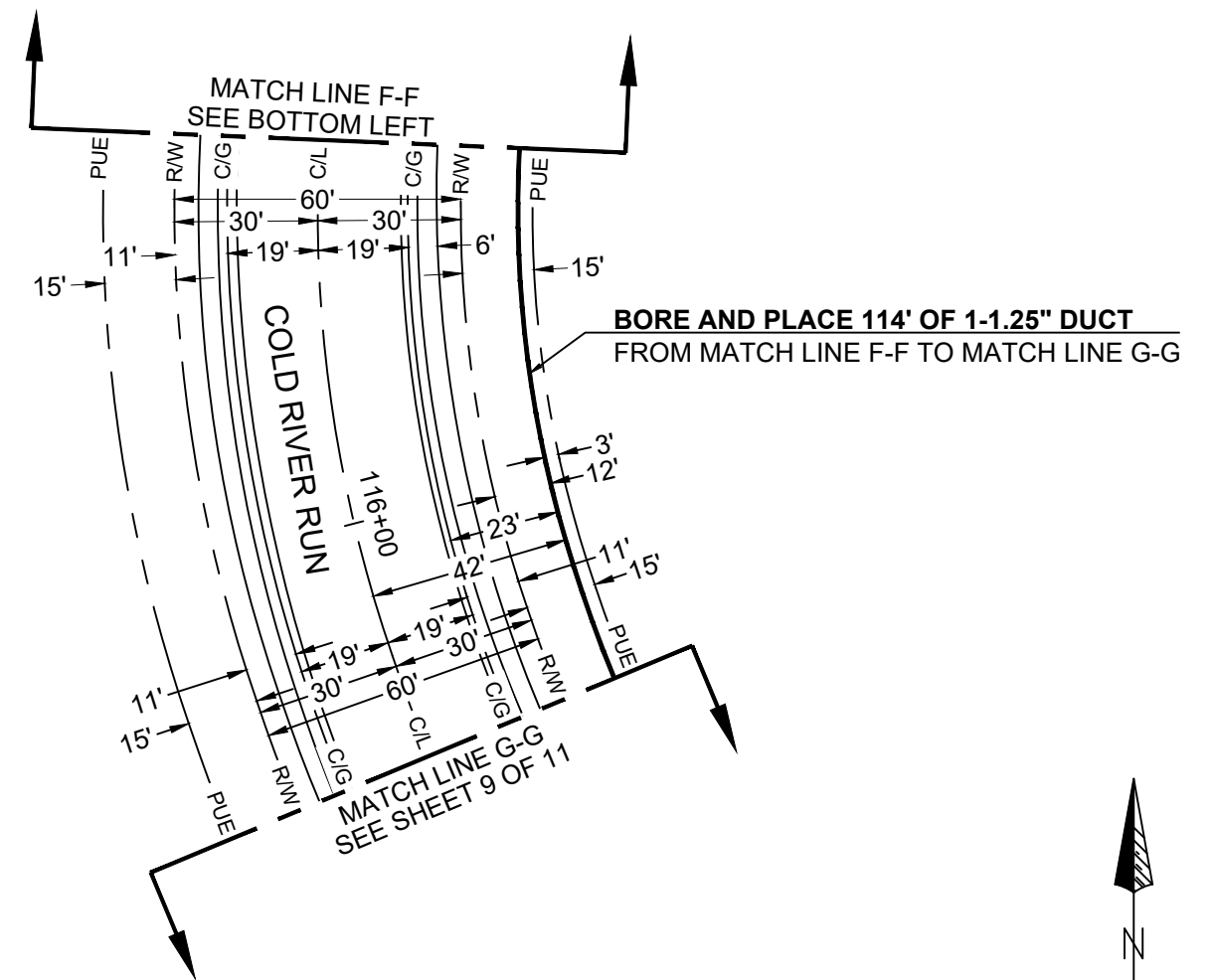
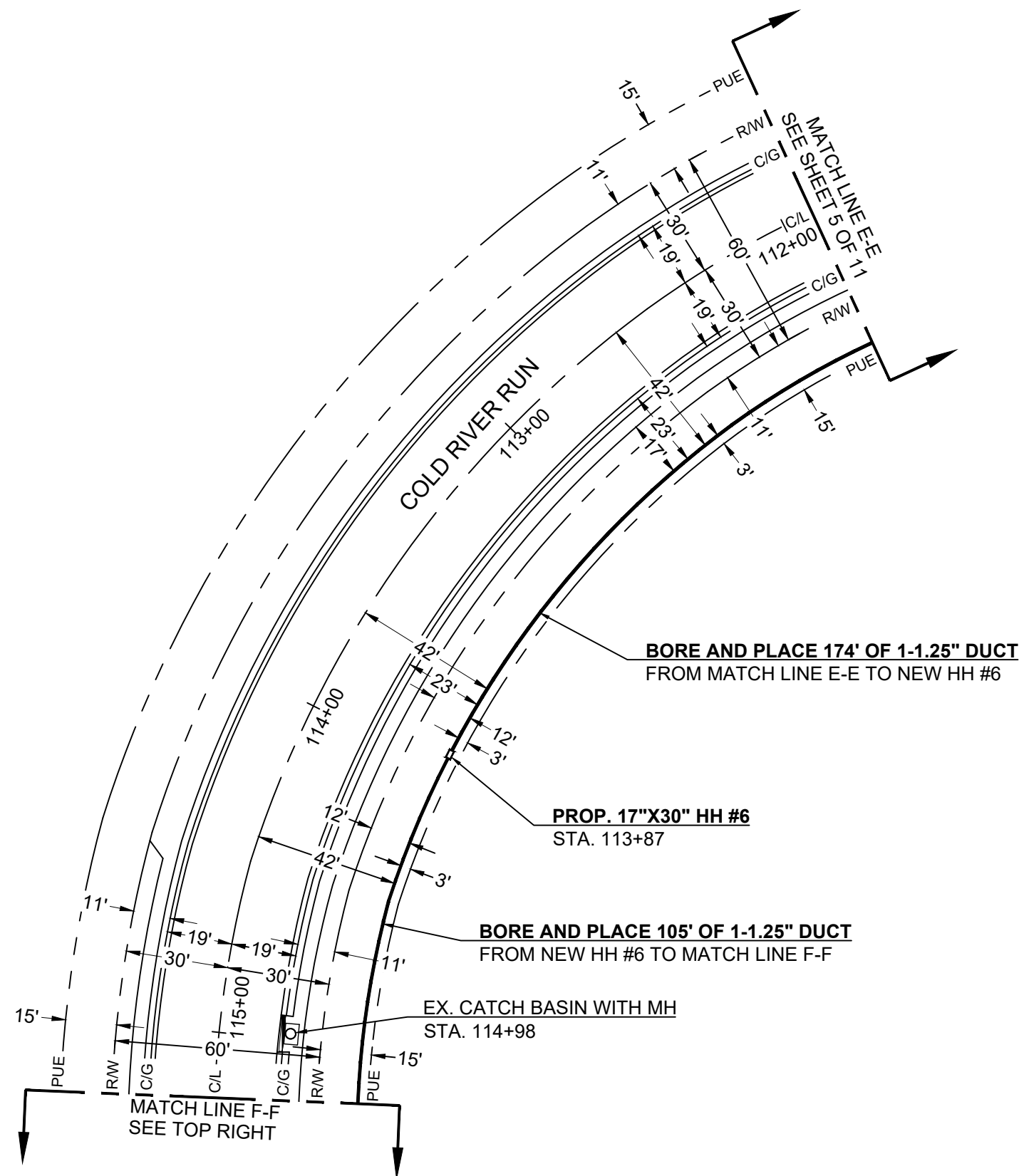
Prepared by:
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9095 RIO SAN DIEGO DR., STE 450
SAN DIEGO, CA 92108

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CHC CONSULTING

EST. #:

SHEET#:

5 OF 11



SCALE: 1"=40'



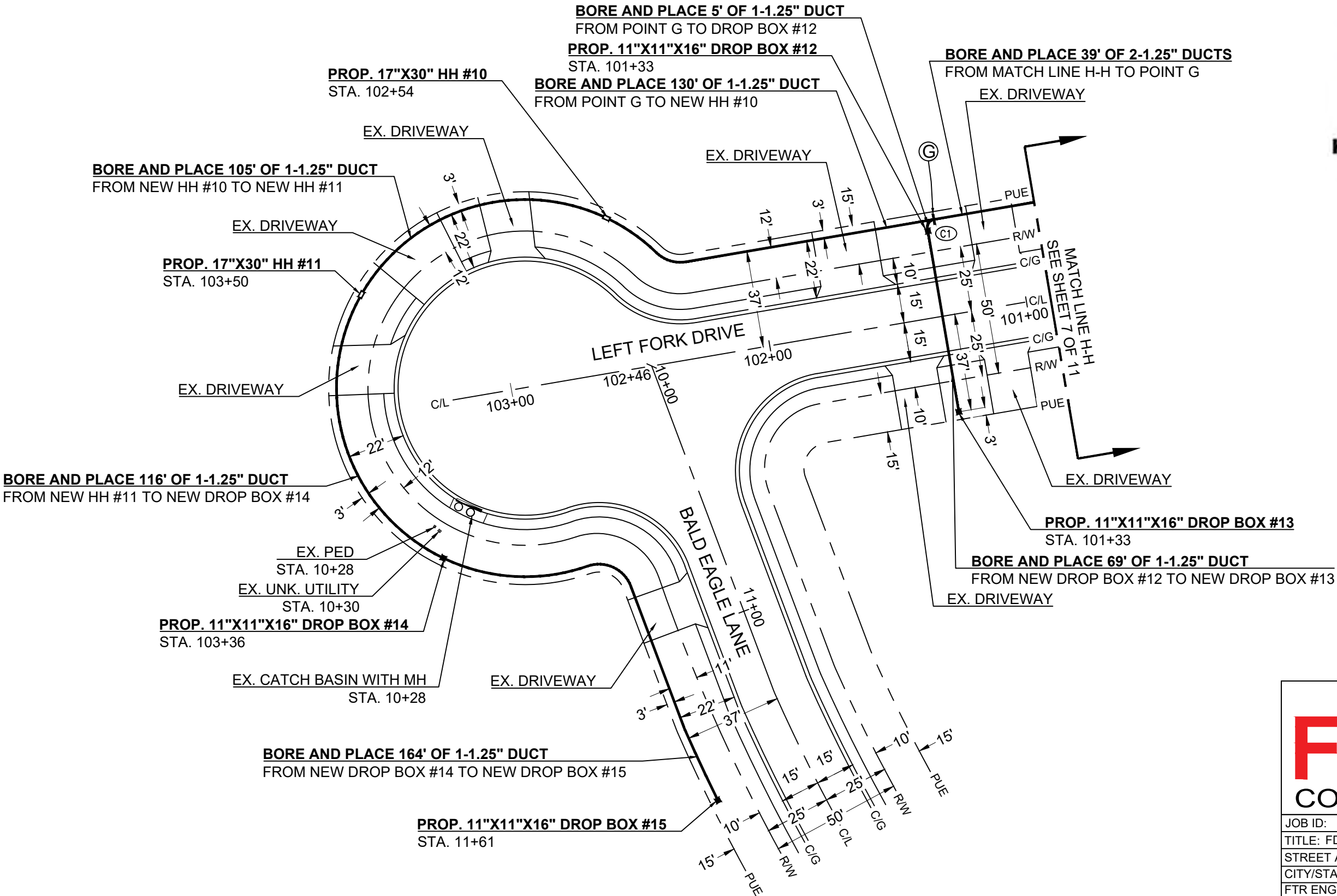
**Know what's below.
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Frontier COMMUNICATIONS	
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Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 6 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°



Know what's below.
Call before you dig.



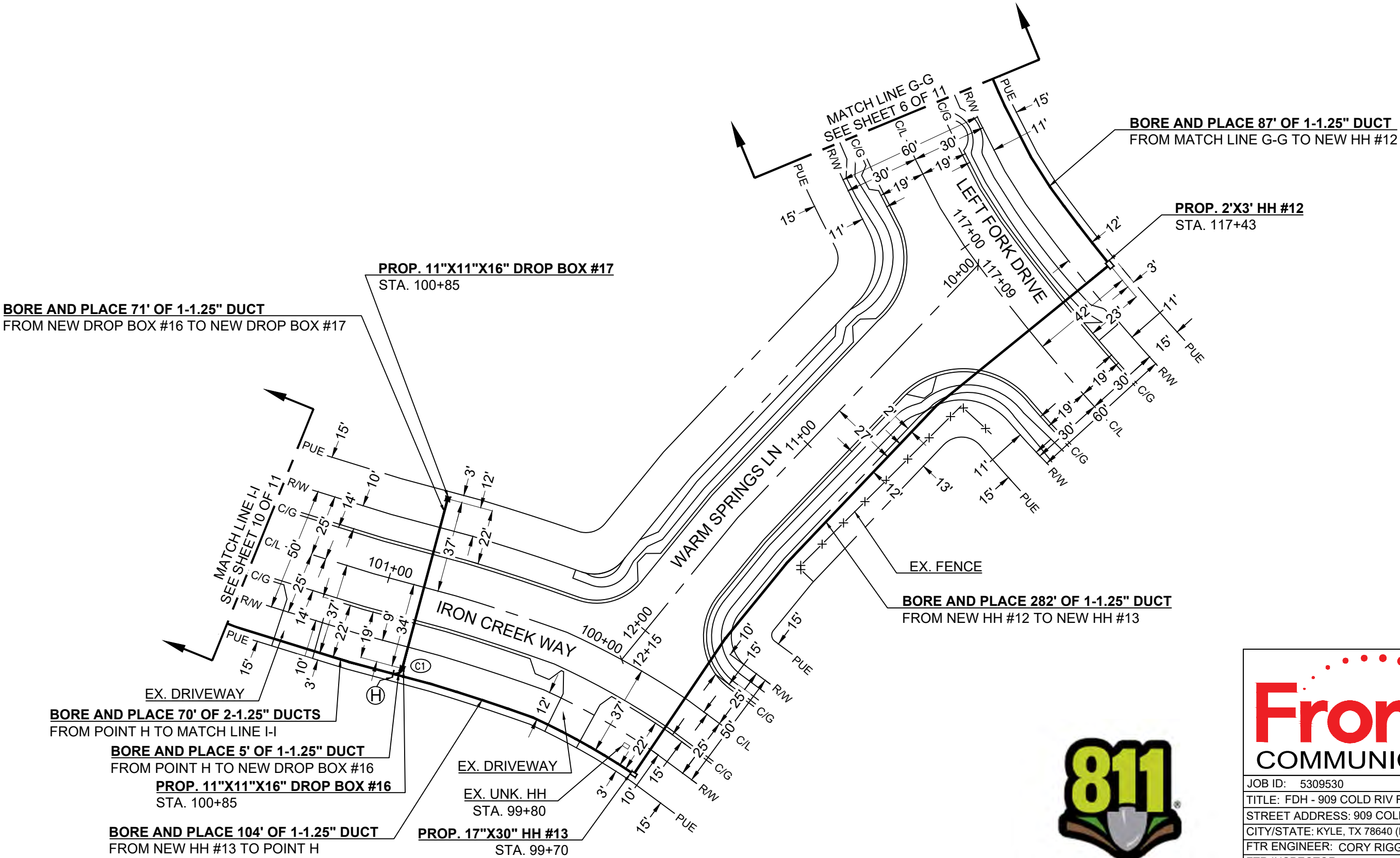
SCALE: 1"=40'

Frontier
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Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET #: 8 OF 11
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CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°



Know what's below.
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Frontier

COMMUNICATIONS

JOB ID: 5309530

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Prepared by: CHC CONSULTING

ENGINEERED BY: CHC CONSULTING, LLC

9095 RIO SAN DIEGO DR, STE 450

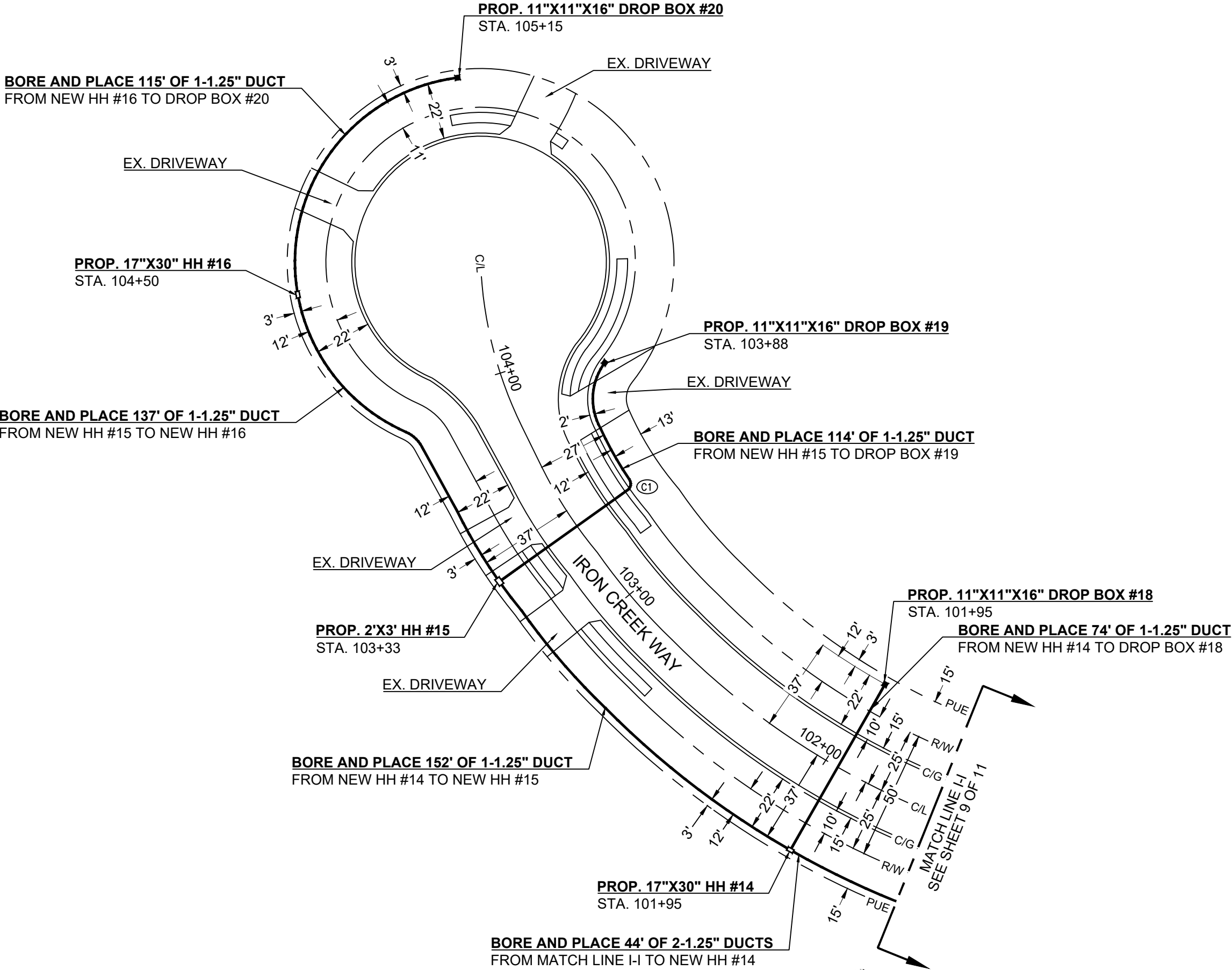
SAN DIEGO, CA 92108

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EST. #:

SHEET#: 9 OF 11

CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	89°



Know what's below.
Call before you dig.



SCALE: 1"=40'

Frontier
COMMUNICATIONS

JOB ID: 5309530	DATE: 08/16/2022
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Prepared by:  CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 450 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 10 OF 11
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Diagram illustrating a trench layout for a curved section. The trench is shown with a curved bottom and straight sides. Key features include:

- BORE PIT**: Located at the left end of the trench.
- RECEIVER PIT**: Located at the right end of the trench.
- EX. GRADE**: The existing ground level, indicated by a horizontal line with hatching above it.
- FROM EX. UTILITIES**: A dimension of **12" MIN** (minimum) from the existing utilities to the trench bottom.
- 36" MIN**: A dimension of **36" MIN** (minimum) from the existing grade to the trench bottom.

- TYPICAL BORE DETAIL

1



2



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.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 3/1/2023 .

Utility Company Information:

Name: Frontier Communications
Address: 2611 45th St Dickinson TX
Phone: 5812290876
Contact Name: DARRIN ALBRECHT

Engineer / Contractor Information:

Name: Future Infrastructure LLC
Address: 555 S Town East Blvd Mesquite TX 75149
Phone: 4697850696
Contact Name: Tim Knoll

Hays County Information:

Utility Permit Number: TRN-2022-5730-UTL
Type of Utility Service: FIBER
Project Description:
Road Name(s): , , , , , ,
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 .

01/25/2023

Signature

Title

Date

WATER LINE SEPARATION REQUIREMENT

CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS, AT A MINIMUM, MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS." SPECIAL ATTENTION MUST BE PAID TO ENSURING COMPLIANCE WITH 30 TAC 290.44(a) CONCERNING WATER LINE SEPARATION DISTANCES. WHEN WATER LINE CROSSES UNDER A SANITARY SEWER LINE THE WATER LINE SHALL BE EITHER DUCTILE IRON OR STEEL PIPE WITH MECHANICAL OR WELDED JOINTS OR DR18 PVC PIPE ENCASED IN 18-FOOT (OR LONGER) SECTION OF PIPE, WHICH IS AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN THE WATERLINE, WITH A MINIMUM STIFFNESS OF 115 PSI AT 5% DEFLECTION MEETING THE REQUIREMENTS LISTED UNDER 30 TAC 290.44(a)(4)(B)(v)(vii) AND SHALL PROVIDE AN ABSOLUTE MINIMUM OF ONE FOOT SPACING BETWEEN THE CROSSING LINES, AND THE JOINTS SHALL BE CENTERED. BOTH THE WATER LINE AND WASTEWATER LINE MUST PASS A PRESSURE AND LEAKAGE TEST AS SPECIFIED IN AWWA C600.

CONSTRUCTION NOTES

- ALL PVC WATER LINE PIPE SHALL BE AWWA C-900 (DR-14) PIPE UNLESS OTHERWISE SPECIFIED.
- ALL DIP SHALL BE AWWA C-151/115 CLASS 350 PIPE UNLESS OTHERWISE SPECIFIED.
- ALL FIRE HYDRANT ASSEMBLIES, VALVES, PLUGS AND FITTINGS SHALL BE RESTRAINED USING MEGA LUG FITTINGS OR ENGINEER APPROVED EQUAL.
- CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER ON THE REMOVAL AND REPLACEMENT OF EXISTING FENCES. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUESTED. CONTRACTOR SHALL RETURN ALL FENCES DISTURBED TO ORIGINAL OR BETTER CONDITION. ALL ASSOCIATED COSTS SHALL BE CONSIDERED SUBSIDIARY.
- CONTRACTOR SHALL NOT LEAVE ANY TRENCH OPEN UNATTENDED. TRENCH SHALL BE BACKFILLED OR STEEL PLATED AT THE END OF WORKING DAY. NO DIRT SHALL BE STOCKPILED ON THE FIRE SIDE OF DITCH. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AROUND WORK ACTIVITIES AND EQUIPMENT AS NECESSARY TO PROTECT LIVESTOCK OR PERSONNEL. ALL ASSOCIATED COSTS SHALL BE CONSIDERED SUBSIDIARY.
- CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER AND WSC TO ASSESS SERVICE INTERRUPTION OPTIONS AND PROCEDURES PRIOR TO ANY SERVICE DISRUPTION. CONTRACTOR SHALL INCUR WATER SERVICE INTERRUPTION TO A MINIMUM. IN NO CASE SHALL THE SERVICE INTERRUPTION BE LONGER THAN 4 HOURS. ANY PROPOSED SERVICE INTERRUPTION SHALL BE NOTIFIED TO THE COUNTY AND PROPERTY OWNERS AT LEAST 24 HOURS IN ADVANCE. NO WATER SERVICE SHALL BE LEFT DISCONNECTED OVERNIGHT. ALL SERVICES SHALL BE RECONNECTED PRIOR TO THE END OF WORKING HOURS EACH DAY.
- CONTRACTOR SHALL KEEP ALL STREETS FREE OF MUD AND DEBRIS. IF DIRECTED BY COUNTY/ENGINEER CONTRACTOR SHALL WASH DOWN STREETS AS NECESSARY TO REMOVE DIRT AND DEBRIS.
- ALL BACKFILL FOR WATER LINES WITHIN PAVEMENT SHALL BE COMPACTED TO 98% STIP (UNLESS OTHERWISE SPECIFIED). ALL BACKFILL FOR WATER LINES NOT WITHIN PAVEMENT SHALL BE COMPACTED TO 95% STIP (UNLESS OTHERWISE SPECIFIED). CONTRACTOR TO PERFORM DENSITY TESTS (UPON OWNER/ENGINEER REQUEST) AT MIN. INTERVALS OF 500' OR AS DIRECTED BY ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEST(S) AND RE-TESTS AND SHALL INCUR ALL ASSOCIATED COSTS. TESTING COMPANY TO BE PRE-APPROVED BY OWNER/ENGINEER PRIOR TO START OF TESTING.
- THE RIGHT-OF-WAY (R.O.W.) LINES SHOWN HEREON ARE BASED UPON THE AVAILABLE PLAT MAP AND WERE PLACED BY "BEST FIT" WITH EXISTING IMPROVEMENTS. PROPERTY MONUMENTATIONS FOUND AT THE TIME OF THE SURVEY HAVE SHOWN ON PLAN. NO EFFORT WAS MADE BY THE SURVEYOR TO PERFORM RECORDS RESEARCH TO DETERMINE EXTENTS OF EXISTING R.O.W.
- ALL UTILITIES SHOWN ARE BY APPROXIMATE LOCATIONS ONLY AND ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE BEGINNING OF CONSTRUCTION.
- CONTRACTOR SHALL REPAIR/RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION.
- CONTRACTOR SHALL REMOVE AND REPLACE (AS NECESSARY) DRAINAGE STRUCTURES TO EQUAL OR BETTER CONDITION. NO ADDITIONAL PAY. CONTRACTOR SHALL RETURN THE GRASSLAND AREA DISTURBED BY CONSTRUCTION ACTIVITY TO EQUAL OR BETTER CONDITION IN SUCH A MANNER AS NOT TO CHANGE THE ROUTE OF STORM WATER FLOW.

TCEQ WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES

- THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
- ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NSF INTERNATIONAL SEAL OF APPROVAL (NSF-PW) AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI OR A STANDARD DIMENSION RATIO OF 26 OR LESS.
- NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF DRINKING WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
- ALL WATER LINE CROSSINGS OF WASTEWATER MAINS SHALL BE PERPENDICULAR.
- WATER TRANSMISSION AND DISTRIBUTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. HOWEVER, THE TOP OF THE WATER LINE MUST BE LOCATED BELOW THE FROST LINE AND IN NO CASE SHALL THE TOP OF THE WATER LINE BE LESS THAN 24 INCHES BELOW GROUND SURFACE.
- THE MAXIMUM ALLOWABLE LEAK CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT.
- THE CONTRACTOR SHALL INSTALL APPROPRIATE AIR RELEASE DEVICES WITH VENT OPENINGS TO THE ATMOSPHERE COVERED WITH 16-MESH OR FINER, CORROSION RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT.
- THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
- WHEN WATERLINES ARE LAID UNDER ANY FLOWING OR INTERMITTENT STREAM OR SEMI-PERMANENT BODY OF WATER THE WATERLINE SHALL BE INSTALLED IN A SEPARATE WATERRIGHT PIPE ENCASEMENT. VALVES MUST BE PROVIDED ON EACH SIDE OF THE CROSSING WITH FACILITIES TO ALLOW THE UNDERWATER PORTION OF THE SYSTEM TO BE ISOLATED AND TESTED.
- PURSUANT TO 30 TAC §290.44(A)(5), THE HYDROSTATIC LEAKAGE RATE SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY THE MOST CURRENT AWWA FORMULAS FOR PVC PIPE, CAST IRON AND DUCTILE IRON PIPE. INCLUDE THE FORMULAS IN THE NOTES ON THE PLANS.
 - THE HYDROSTATIC LEAKAGE RATE FOR POLYVINYL CHLORIDE (PVC) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-605 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;
$$Q = \frac{12.5P}{148,000}$$
WHERE:
 - Q=THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR.
 - L=THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET.
 - D=THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
 - P=THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).
 - THE HYDROSTATIC LEAKAGE RATE FOR DUCTILE IRON (DI) PIPE AND APPURTENANCES SHALL NOT EXCEED THE AMOUNT ALLOWED OR RECOMMENDED BY FORMULAS IN AMERICA WATER WORKS ASSOCIATION (AWWA) C-600 AS REQUIRED IN 30 TAC §290.44(A)(5). PLEASE ENSURE THAT THE FORMULA FOR THIS CALCULATION IS CORRECT AND MOST CURRENT FORMULA IS IN USE;
$$L = \frac{83.3P}{148,000}$$
WHERE:
 - L=THE QUANTITY OF MAKEUP WATER IN GALLONS PER HOUR.
 - S=THE LENGTH OF THE PIPE SECTION BEING TESTED, IN FEET.
 - D=THE NOMINAL DIAMETER OF THE PIPE IN INCHES, AND
 - P=THE AVERAGE TEST PRESSURE DURING THE HYDROSTATIC TEST IN POUNDS PER SQUARE INCH (PSI).
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION DISTANCE IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTEWATER COLLECTION FACILITIES INCLUDING MANHOLES. IF THIS DISTANCE CANNOT BE MAINTAINED, THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE PROJECT ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED MUST MEET §290.44(E)(1)-(4).
- THE SEPARATION DISTANCE FROM A POTABLE WATERLINE TO A WASTEWATER MAIN OR LATERAL MANHOLE OR CLEANOUT SHALL BE A MINIMUM OF NINE FEET. WHERE THE NINE-FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE POTABLE WATERLINE SHALL BE ENCASED IN A JOINT OF AT LEAST 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE-FOOT INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHALL BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEALANT [§290.44(D)(5)].
- FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN NINE FEET VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER LINE, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE REGARDLESS OF CONSTRUCTION [§290.44(E)(6)].
- SUCTION MAINS TO PUMPING EQUIPMENT SHALL NOT CROSS WASTEWATER MAINS, WASTEWATER LATERALS, OR WASTEWATER SERVICE LINES. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN FIVE FEET OF ANY TILE OR CONCRETE WASTEWATER MAIN, WASTEWATER LATERAL, OR WASTEWATER SERVICE LINE [§290.44(E)(7)].
- WATERLINES SHALL NOT BE INSTALLED CLOSER THAN TEN FEET TO SEPTIC TANK DRAINFIELDS [§290.44(E)(8)].
- THE CONTRACTOR SHALL DISINFECT THE NEW WATERLINES IN ACCORDANCE WITH AWWA STANDARD C-651-14 OR MOST RECENT, THEN FLUSH AND SAMPLE THE LINES BEFORE BEING PLACED INTO SERVICE. SAMPLES SHALL BE COLLECTED FOR MICROBIOLOGICAL ANALYSIS TO CHECK THE EFFECTIVENESS OF THE DISINFECTION PROCEDURE WHICH SHALL BE REPEATED IF CONTAMINATION PERSISTS. A MINIMUM OF ONE SAMPLE FOR EACH 1,000 FEET OF COMPLETED WATERLINE WILL BE REQUIRED OR AT THE NEXT AVAILABLE SAMPLING POINT BEYOND 1,000 FEET AS DESIGNATED BY THE DESIGN ENGINEER [§290.44(F)(3)].
- DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.

PLAN LEGEND

- PROP. WATER LINE
- SF— PROP. SILT FENCE
- X — FENCE LINE
- O— EXIST. POWER POLE
- OHE— EXIST. OVERHEAD ELECTRIC
- TELUG— EXIST. UNDERGROUND COMMUNICATION CABLE
- TEL □ EXIST. TEL. PEDSTAL
- EXIST. EDGE OF ASPHALT PAVEMENT
- EXIST. EDGE OF GRAVEL PAVEMENT
- △100 SURVEY CONTROL POINT
- IRON ROD FOUND
- ⊕ EXIST. FIRE HYDRANT
- ⊗ EXIST. WATER VALVE
- ⊞ EXIST. WATER METER
- W — EXIST. WATER LINE
- G — EXIST. GAS LINE
- - - APPROX. PROPERTY LINE
- 846— EXISTING CONTOUR

DRIPPING SPRINGS WSC
BUTLER RANCH ROAD
WATER LINE IMPROVEMENTS

NOTES

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING

206 TAYLOR STREET, HUTTO, TX 78634
Ph:(512) 642-3292
F:(512) 642-3292
TYPE FIRM NO. F-155 TPL'S FIRM NO. 10058500

SCALE: AS SHOWN

DESIGN: CL

DRAWN: STT

CHECKED: CL

DATE: 12-12-2022

PROJECT: 89505

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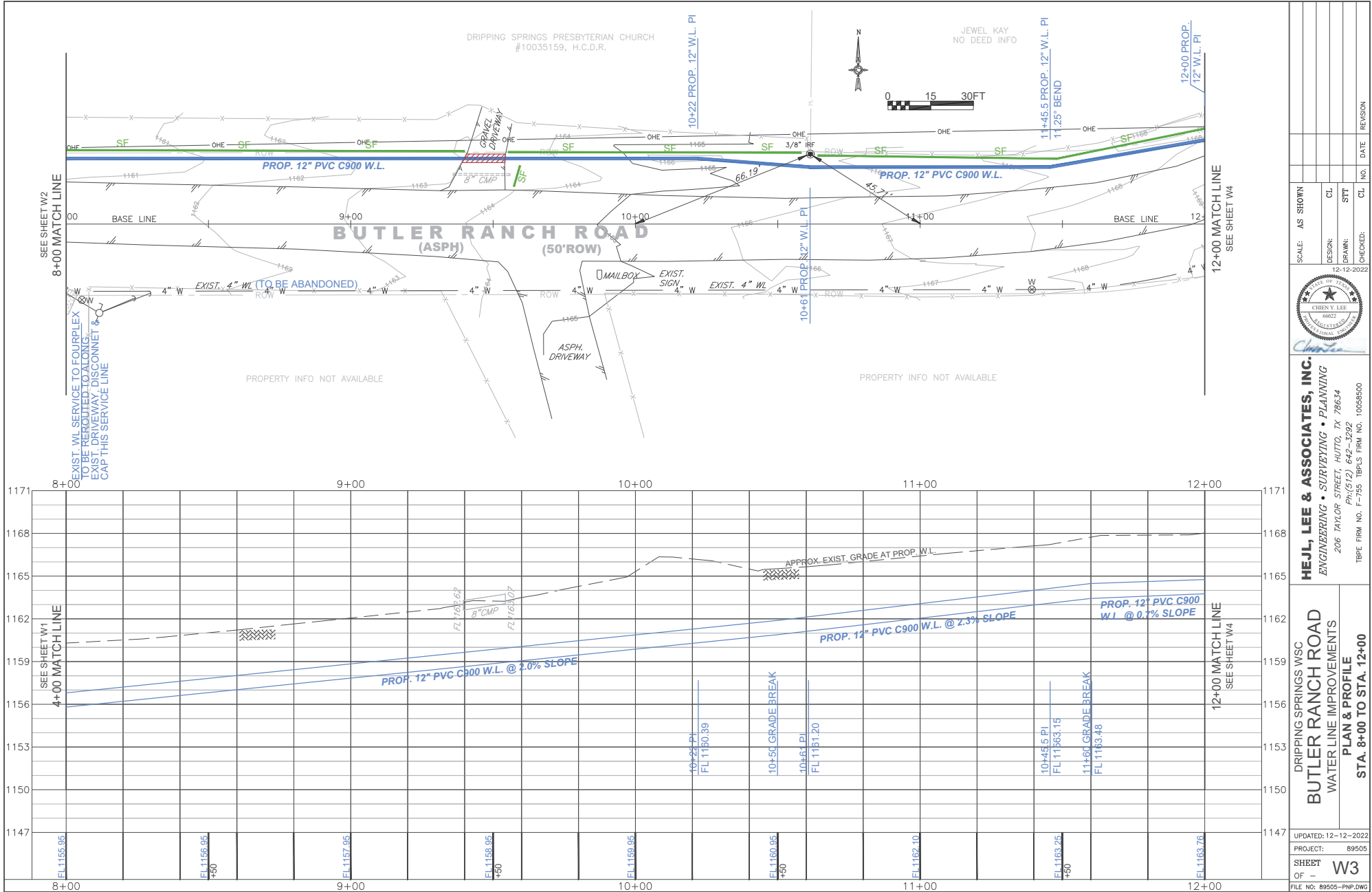
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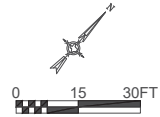
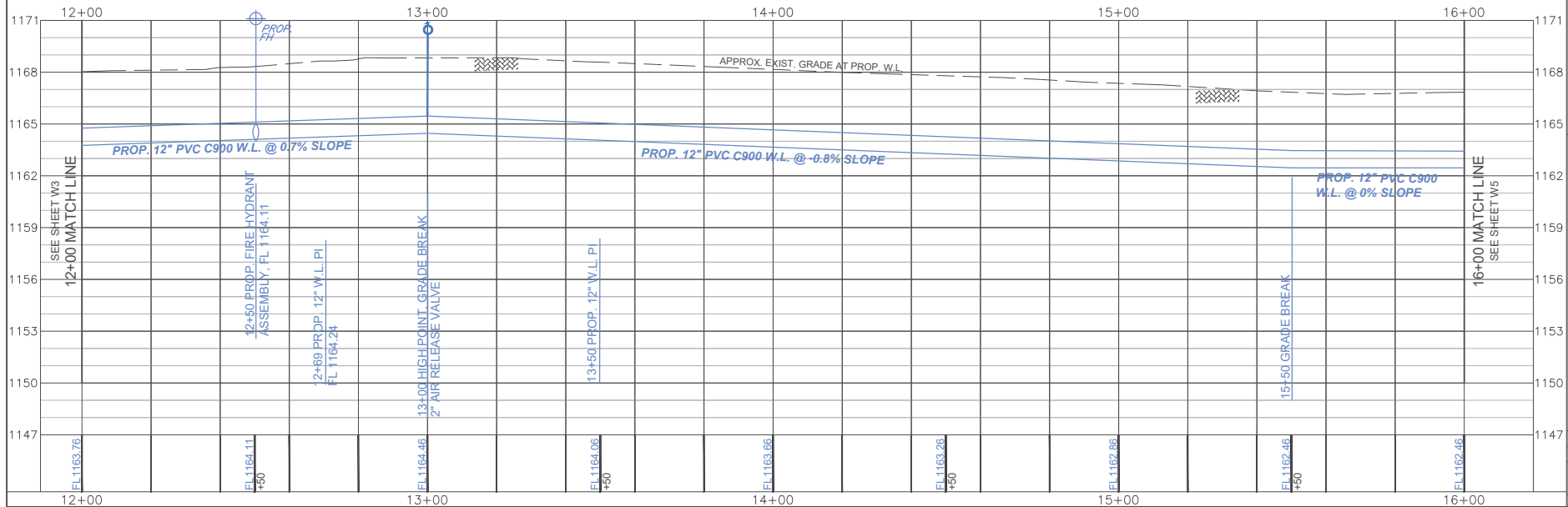
UPDATED: 12-12-2022

PROJECT: 89505

SHEET 4

FILE: 89505-NOTES.DWG





JEWEL KAY
NO DEED INFO

VIRGIL & PATRICIA FLATHOUSE
1204/721, H.C.D.R.

SCALE: AS SHOWN

DESIGN:	CL
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DRAWN:	STT
DATE:	CT

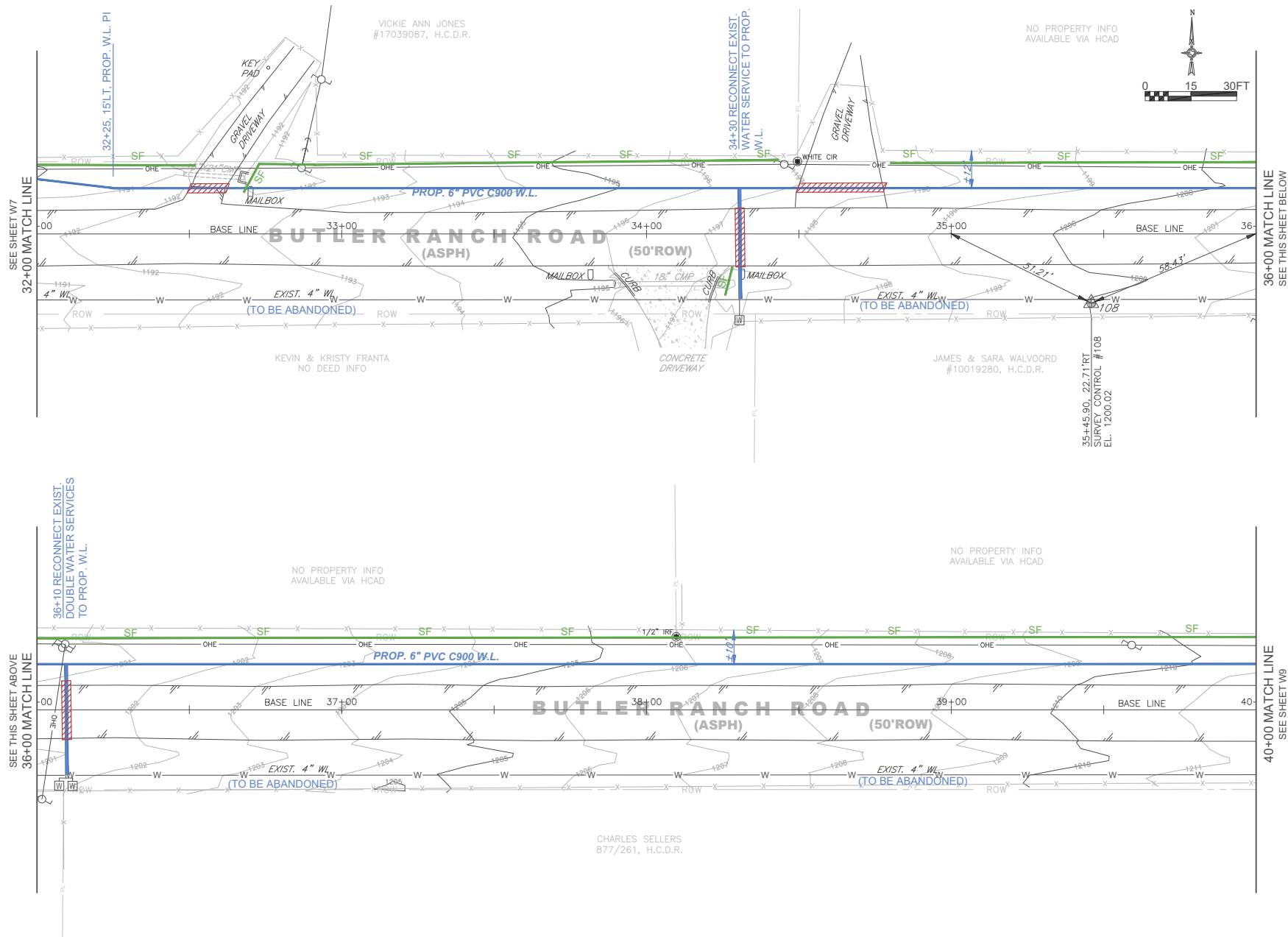
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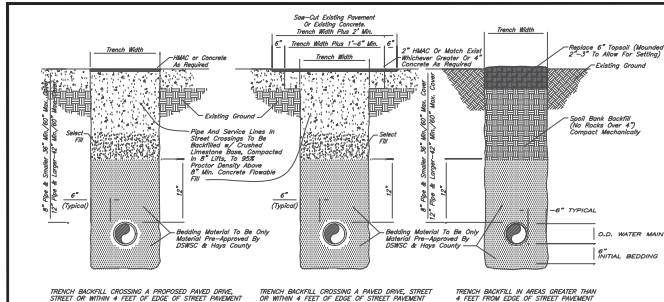
HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH/(512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

DRIPPING SPRINGS WSC
BUTLER RANCH ROAD
 WATER LINE IMPROVEMENTS
PLAN & PROFILE
STA. 12+00 TO STA. 16+00

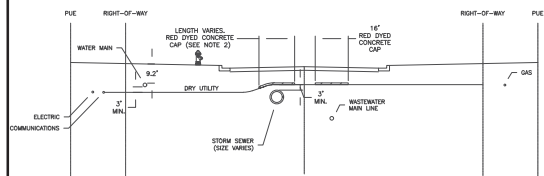
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PROJECT: 89505
SHEET W4
OF -
FILE NO: 89505-PNP.DWG



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PROJECT:	89505
SHEET	W8
OF —	
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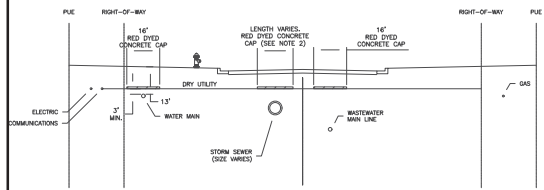


PIPELINE EMBEDMENT



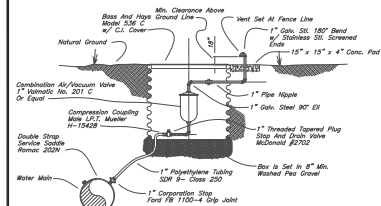
DRY UTILITY LOCATION - WATER LINE DEPTH LESS THAN 5'

- NOTES:
1. DETECTABLE WARNING TAPE SHOULD BE PLACED ON ALL DRY UTILITY MAIN LINES AND SERVICES.
 2. CONCRETE CAP SHOULD BE EXTENDED 2' OUTSIDE THE STORM SEWER.

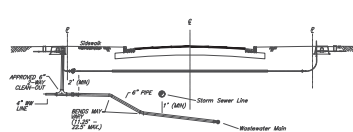


DRY UTILITY LOCATION - WATER LINE DEPTH OF 5' OR LARGER

- NOTES:
1. DETECTABLE WARNING TAPE SHOULD BE PLACED ON ALL DRY UTILITY MAIN LINES AND SERVICES.
 2. CONCRETE CAP SHOULD BE EXTENDED 2' OUTSIDE THE STORM SEWER.



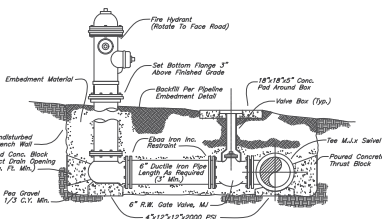
COMBINATION AIR/VACUUM VALVE



SAMPLING PORT

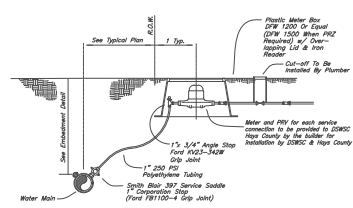


ALTERNATE DEEP SERVICE CONNECTION

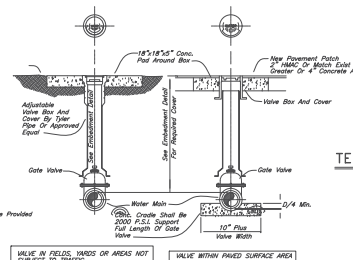


- NOTES:
1. Face of Fire Hydrant to be 3' from back of curb on streets with 6\"/>

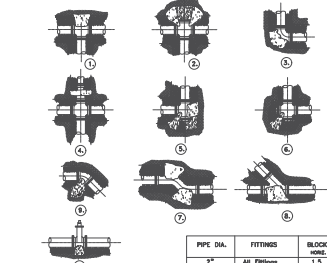
FIRE HYDRANT ASSEMBLY



RESIDENTIAL WATER SERVICE CONNECTION

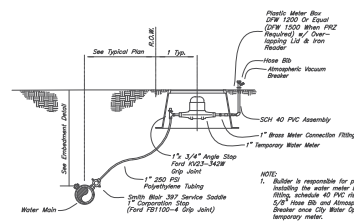


GATE VALVE & BOX

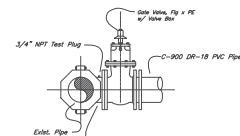


- NOTES:
1. Thru Line Connection, Tee
 2. Thru Line Connection, Cross Used As Tee
 3. Directional Change, Elbow
 4. Change Line Size, Reducer
 5. Direction Change, Tee Used As Elbow
 6. Direction Change, Cross Used As Elbow
 7. Thru Line Connection
 8. Valve Anchor
 9. Direction Change Vertical, Bend Anchor

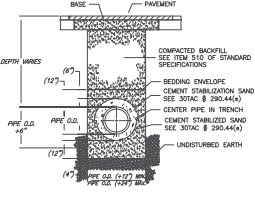
NOTE: Each Mechanical Joint Fitting And Gate Valves Shall Have Ebas Iron Inc. Restraint.
TYPICAL THRUST BLOCKING



TEMPORARY RESIDENTIAL CONSTRUCTION METER CONNECTION

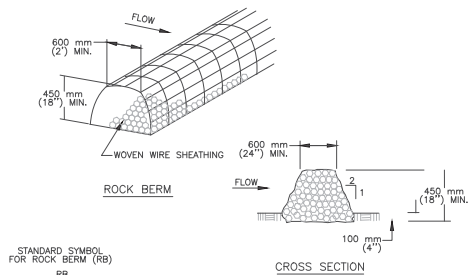


TAPPING SLEEVE AND VALVE



- NOTES:
1. WHEN CEMENT STABILIZED SAND IS USED, THE TRENCH SHALL BE OVER EXCAVATED 8\"/>

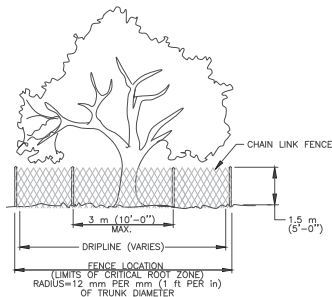
DRIPPING SPRINGS WATER SUPPLY CORPORATION DETAILS 1 OF 2 JUNE 2022



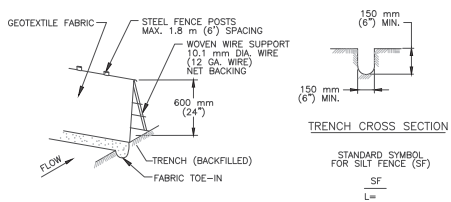
NOTES:

1. USE ONLY OPEN GRADED ROCK 100 to 200 mm (4 to 8") DIAMETER FOR STREAM FLOW CONDITIONS; USE OPEN GRADED ROCK 75 to 125 mm (3 to 5") DIAMETER FOR OTHER 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). ROCK BERMS IN CHANNEL APPLICATIONS SHALL BE ANCHORED FIRMLY INTO THE SUBSTRATE A MINIMUM OF 150 mm (6") WITH T-POSTS OR WITH 15M OR 20M (#5 OR #6) REBAR, WITH MAXIMUM SPACING APART OF 1.2 m (48") ON CENTER.
3. THE ROCK BERM SHALL BE INSPECTED WEEKLY 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 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 150 mm (6"), WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SILTATION PROBLEM.
5. DAILY INSPECTION SHALL BE MADE ON SEVERE-SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES 150 mm (6").
6. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

ROCK BERM
N.T.S.



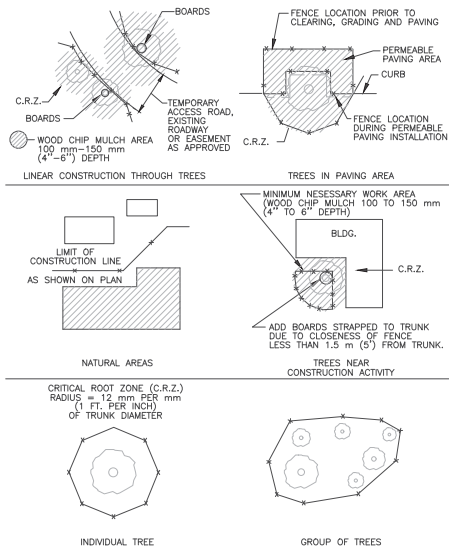
TREE PROTECTION (CHAIN LINK)
N.T.S.



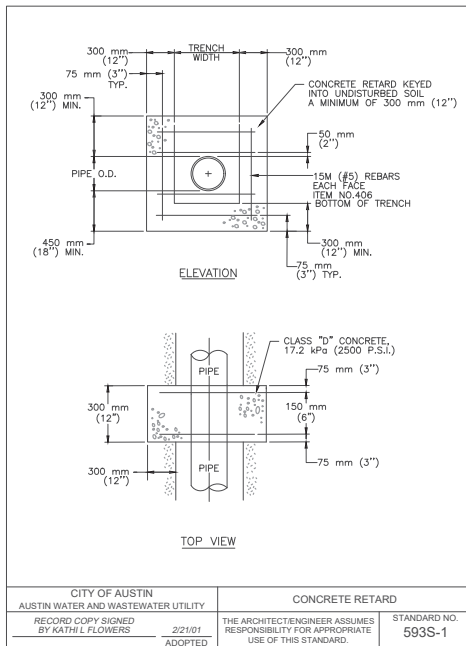
NOTES:

1. STEEL 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 (11").
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. WHERE FENCE CAN NOT BE TRENCHED INTO THE SURFACE (E.G. PAVEMENT), THE FABRIC FLAP SHALL BE WEIGHED DOWN WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
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 SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY 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.

SILT FENCE
N.T.S.



TREE PROTECTION FENCE LOCATIONS
N.T.S.

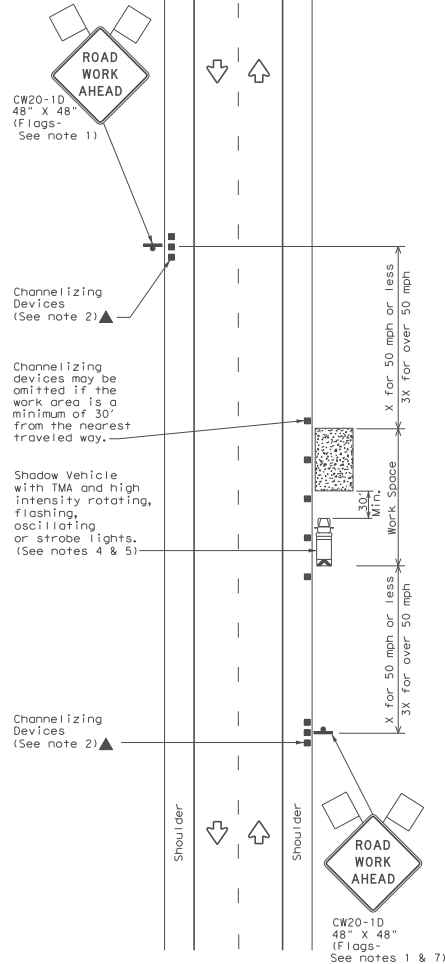


TREE PROTECTION NOTE(S):

1. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS. ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY.
2. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
3. CONTRACTOR SHALL INSTALL PROTECTION PRIOR TO PRE-CONSTRUCTION CONFERENCE, MAKE ADJUSTMENTS TO PROTECTION AS DIRECTED BY THE OWNER REPRESENTATIVE, AND MAINTAIN PROTECTION UNTIL PROJECT IS COMPLETE.
4. WALK-THROUGH: CONTRACTOR SHALL CONDUCT WALK-THROUGH MEETING PRIOR TO PERFORMING ANY PRUNING ACTIVITIES ON TREES IN PROJECT AREA. PURPOSE OF WALK-THROUGH WILL BE TWOFOOLD. 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 DIVERSERS WILL BE REQUIRED ON CONSTRUCTION EQUIPMENT TO PREVENT SCORCHING OF EXISTING TREES.
5. ALL PRUNING MUST BE PERFORMED IN ACCORDANCE WITH ANSI A300 (PART 1) - 2017 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.
6. 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.
7. ALL PRUNING SHALL PRESERVE THE NATURAL CHARACTER OF THE TREE.
8. ONLY COLLAR CUTS ARE ACCEPTABLE. NO FLUSH CUTS OR STUB CUTS WILL BE ALLOWED.
9. ALL BRANCHES THAT ARE BROKEN OR DAMAGED DURING CONSTRUCTION SHALL BE REMOVED.
10. 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.
11. ANY TREE ROOTS THAT ARE EXPOSED, CUT, OR TORN DURING CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SURROUNDING SOIL.

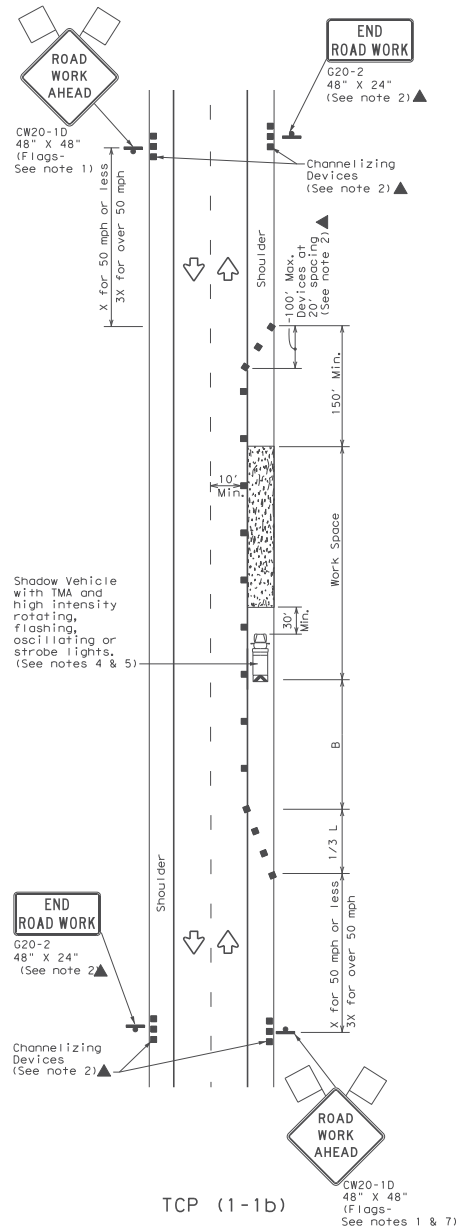
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DATE: FILE:



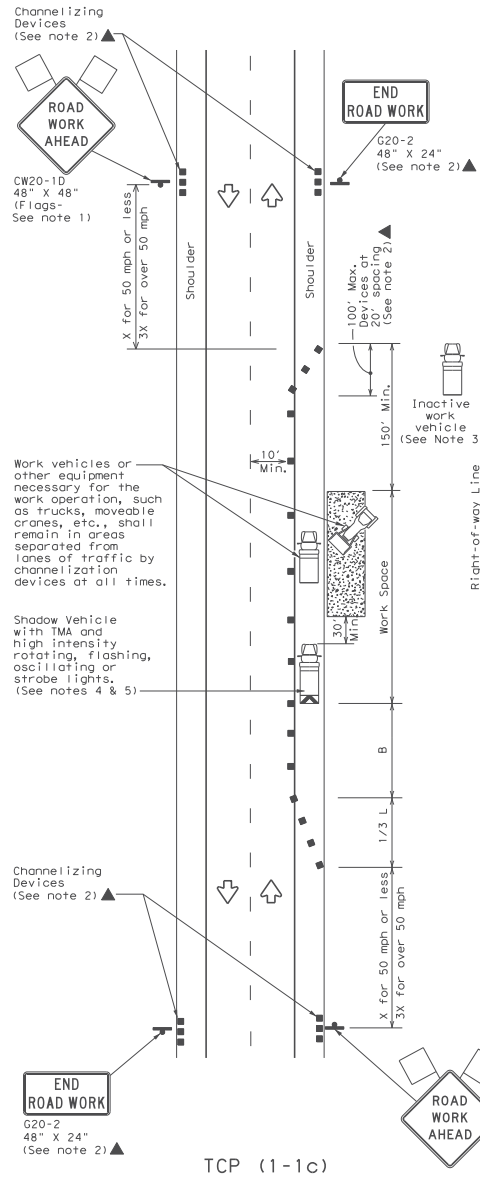
TCP (1-1a)

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		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed %	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Channelizing Devices		Minimum Sign Spacing "A"	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
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		450'	495'	540'	45'	90'	320'	195'
50	L = WS	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	LONG TERM STATIONARY
	✓	✓	

GENERAL NOTES

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

		Traffic Operations Division Standard	
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK			
TCP (1-1) - 18			
FILE: tcp1-1-18.dgn	DATE: December 1985	CHK: []	CHK: []
© TxDOT	REVISIONS	CONT: []	SECT: []
2-94 4-98			
8-95 2-12			
1-97 2-18			
DIST: []		SHEET NO. []	

GENERAL CONSTRUCTION NOTES

1. NATURAL GRASS AND TREE AREAS SHALL BE LEFT UNDISTURBED AS MUCH AS POSSIBLE DURING CONSTRUCTION. ALL AREAS THAT HAVE BEEN DISTURBED DURING CONSTRUCTION SHALL BE RESEDED IN ACCORDANCE WITH THE GUIDELINES OUTLINED IN THE PERMANENT EROSION CONTROL SPECIFICATIONS.
2. EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE ONLY AND DO NOT NECESSARILY REPRESENT THE EXACT LOCATION OF SUCH FACILITIES, NOR IS IT IMPLIED THAT ALL EXISTING UTILITIES ARE SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. PRIOR TO EXCAVATION THE CONTRACTOR SHALL CALL TEXAS 811 AND LONESTAR 811.
3. THE CONTRACTOR SHALL REPAIR, AT HIS EXPENSE, ANY AND ALL EXISTING UTILITY MAINS AND SERVICES, DRAINAGE FACILITIES, DRIVEWAYS, CULVERTS, SIGNS, FENCES, MAIL BOXES, PROPERTY PINS, OR OTHER ITEMS DAMAGED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER.
4. THE CONTRACTOR SHALL ENSURE THAT ADEQUATE SAFETY PRECAUTIONS ARE MAINTAINED AT ALL TIMES REGARDING AREAS OF OPEN PIPE TRENCH. ALL PIPE TRENCH SHALL BE COVERED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN PROGRESS. THE TRENCH COVERING SHALL BE CAPABLE OF SUPPORTING TRAFFIC LOADS.
5. CONTRACTOR SHALL NOTIFY ENGINEER/OWNER 48 HOURS PRIOR TO STREET CUTS.
6. ALL TRENCH SAFETY CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH OSHA SPECIFICATION, CONTRACT DOCUMENTS WHICH INCLUDE A TRENCH SAFETY PLAN AND A PAY ITEM FOR TRENCH SAFETY MEASURES, AND SHALL BE IN COMPLIANCE WITH TEXAS HOUSE BILLS 662, AND 665.
7. EXCESS SPOILS SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AS DESIGNATED BY THE CITY/COUNTY/ENGINEER. DISPOSAL SHALL TAKE PLACE ROUTINELY AND SHALL ACCUMULATE FOR A PERIOD OF NOT MORE THAN 5 WORKING DAYS BEFORE DISPOSAL.

SPECIAL CONSTRUCTION NOTES

1. THE CONSTRUCTION SPECIFICATIONS CURRENT AT THE TIME OF BIDDING SHALL GOVERN MATERIAL AND METHODS USED TO DO THIS WORK.
2. CONTRACTOR MUST NOTIFY CITY/COUNTY AND/OR ENGINEER TO OBTAIN PERMISSION TO CUT STREETS AT LEAST 48 HOURS BEFORE BEGINNING ANY UTILITY CONSTRUCTION IN PUBLIC R.O.W. OR PUBLIC EASEMENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITY LOCATIONS PRIOR TO ANY EXCAVATION. IN ADVANCE OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES TO BE EXTENDED, TIED TO, OR ALTERED, OR SUBJECT TO DAMAGE/INCONVENIENCES BY THE CONSTRUCTION OPERATIONS.
4. PRIOR TO EXCAVATION THE CONTRACTOR SHALL CALL TEXAS 811 AND LONESTAR 811.

CONSTRUCTION SEQUENCING

THE INTENT OF THIS SEQUENCING IS TO ARRANGE CONSTRUCTION TO PERFORM WATER SYSTEM IMPROVEMENTS WITH A MINIMUM OF DISRUPTION AND WITH AS LITTLE WASTED EFFORT AND MATERIALS AS POSSIBLE.

1. PRE-CONSTRUCTION MEETING ATTENDED BY CONTRACTOR, ENGINEER, CITY OF DRIPPING SPRINGS, AND WSC STAFF, AS WELL AS GOVERNMENTAL REGULATORY AGENCIES.
2. LOCATE ALL UNDERGROUND UTILITIES AND OTHER OBSTRUCTIONS THROUGHOUT PROJECT.
3. PROVIDE TRAFFIC SAFETY & CONTROL MEASURES, EROSION & SEDIMENTATION CONTROLS, PROVIDE TRENCH SAFETY SYSTEM, PRIOR TO BEGINNING CONSTRUCTION.
4. BEGIN CONSTRUCTION ON IMPROVEMENTS. KEEP ENGINEER/WSC UPDATED AT ALL TIMES OF CONSTRUCTION ACTIVITIES. INFORM ENGINEER/WSC IMMEDIATELY OF ANY DISCREPANCIES.
5. COMPLETE CONSTRUCTION.
6. PERFORM REQUIRED TESTS AND REPORT FINDINGS TO ENGINEER/OWNER.
7. FINAL CLEAN UP AND DEMOBILIZATION.
8. COORDINATION – ALL PHASES OF CONSTRUCTION SHALL BE COORDINATED WITH THE ENGINEER AT ALL CRITICAL POINTS SUCH AS LINE TESTING.

FINAL STABILIZATION/ RE-VEGETATION IS REQUIRED PRIOR TO FINAL ACCEPTANCE.

UTILITY & EMERGENCY CONTACTS

THE UTILITY AND EMERGENCY CONTACTS ARE PROVIDED TO ASSIST THE CONTRACTOR AND ARE NOT INTENDED TO BE THE ONLY POSSIBLE LIST OF SERVICE PROVIDERS. THE RESPONSIBILITY OF CONTACTING ALL UTILITY PROVIDERS IN THE AREA REMAINS WITH THE CONTRACTOR.

ELECTRIC
PEDERNALES ELECTRIC COOP
JEFF NIEMEYER
9115 CIRCLE DRIVE
AUSTIN, TEXAS 78736

CABLE
FRONTIER COMMUNICATION
14195 RANCH ROAD 12
WIMBERLEY, TEXAS 78676

WATER
DRIPPING SPRINGS WSC
101 HAYS ST., SUITE 416
DRIPPING SPRINGS, TEXAS 78620
CONTACT: MR. A.J. GRAY
512-858-7897

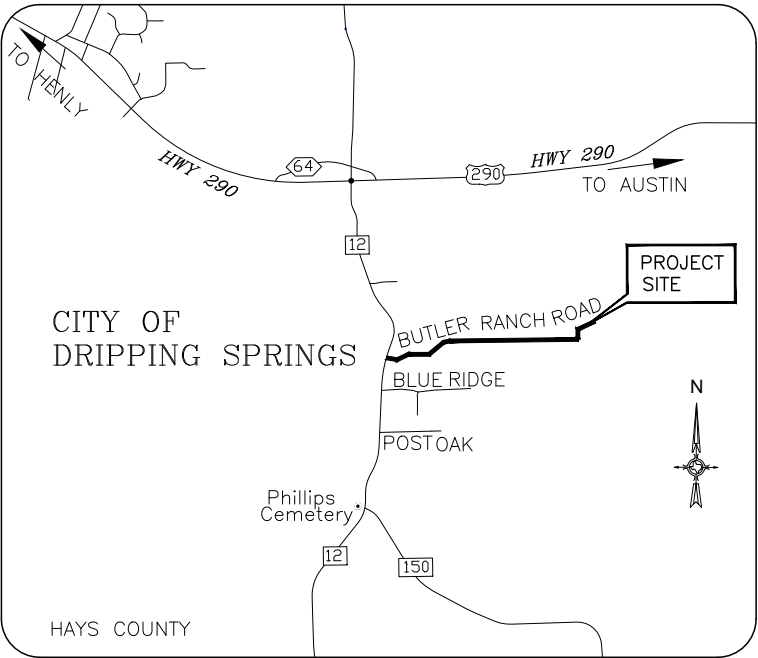
NOTES:

1. CONTRACTOR SHALL PROVIDE & INSTALL TRAFFIC CONTROL & SAFETY DEVICES PRIOR TO THE COMMENCE OF WORK WITHIN R.O.W. IN ACCORDANCE W/ TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS BY TxDOT.



BOARD MEMBERS:

PRESIDENT: WILLIAM JACKSON
VICE PRESIDENT: TRAVIS CROW
SECRETARY/TREASURER: REX MILLER
DIRECTOR: MARK KEY
CHARLIE BUSBEY
ADMINISTRATION
GENERAL MANAGER: RICK BROWN
OPERATIONS
GENERAL MANAGER: A.J. GRAY



PROJECT LOCATION MAP
NOT TO SCALE

89505 COVER.DWG

UPDATED: 12-12-2022

PROJECT NO. 89505

SHEET INDEX

SHEET		DESCRIPTION
1	C1	COVER SHEET
2-3	2-3	OVERALL LAYOUT
4-5	4-5	NOTES
6	W1	WATER LINE BEGIN TO STA. 4+00
7	W2	WATER LINE STA. 4+00 TO STA. 8+00
8	W3	WATER LINE STA. 8+00 TO STA. 12+00
9	W4	WATER LINE STA. 12+00 TO STA. 16+00
10	W5	WATER LINE STA. 16+00 TO STA. 20+00
11	W6	WATER LINE STA. 20+00 TO STA. 24+00
12	W7	WATER LINE STA. 24+00 TO STA. 32+00
13	W8	WATER LINE STA. 32+00 TO STA. 40+00
14	W9	WATER LINE STA. 40+00 TO STA. 48+00
15	W10	WATER LINE STA. 48+00 TO END
16-17	D1-D2	WATER SUPPLY CORPORATION STANDARD DETAILS
18	D3	STANDARD DETAILS
19	TCP(1-1)-18	TRAFFIC CONTROL PLAN STANDARD DETAIL

NOTES:

1. NO PORTION OF THE PROJECT SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FEMA MAP NO. 48209C0115F, EFFECTIVE DATE 9/2/2005).

DRIPPING SPRINGS WATER SUPPLY CORPORATION
101 HAYS ST., SUITE 416
DRIPPING SPRINGS, TEXAS 78620
(512) 858-7897

TCEQ PUBLIC WATER SYSTEM ID: # 1050013



12-12-2022

Chien Y. Lee

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING

206 TAYLOR STREET, HUTTO, TX 78634

Ph:(512) 642-3292

TBPE FIRM REGISTRATION NO. F-755
TBPLS FIRM REGISTRATION NO. 10058500



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 2/1/2023 .

Utility Company Information:

Name: Dripping Springs WSC
Address: 101 Hays Street Suite 416 Dripping Springs TX
Phone:
Contact Name: AJ Gray

Engineer / Contractor Information:

Name: Hejl, Lee & Associates, Inc.
Address: 206 Taylor Street Hutto TX 78634
Phone: 5126423292
Contact Name: Chien Lee

Hays County Information:

Utility Permit Number: TRN-2022-5731-UTL
Type of Utility Service: potable water line
Project Description:
Road Name(s): Butler Ranch Road, , , , , ,
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 .

01/25/2023

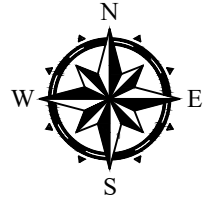
Signature

Title

Date

LEGEND

- Proposed OH Primary
- Existing Primary
- Existing PEC pole
- Proposed/Replace PEC pole
- Proposed/Replace Anchor



NUTTY BROWN RD

ROW

EOP

NUTTY BROWN RD

ROW

EOP

CO RD 354 / SIGNAL HILL

ROW

EOP

CO RD 354 / SIGNAL HILL

EOP

ROW

REPLACE 1 POLE, 2 ANCHORS,
AND RECONDUCTOR OVERHEAD
LINES IN RIGHT-OF-WAY

216'
RMV: 3-110 AC SR
RMV: #4 AC SR NEU
INST: 3-795 AAC
INST: 795 AAC NEU

#13

215'
RMV: 3-110 AC SR
RMV: #4 AC SR NEU
INST: 3-795 AAC
INST: 795 AAC NEU

#15

160'
RMV: 3-110 AC SR
RMV: #4 AC SR NEU
INST: 3-795 AAC
INST: 795 AAC NEU

#17

94'
110 AC SR
RMV: 3-110 AC SR
RMV: #4 AC SR NEU
INST: 3-795 AAC
INST: 795 AAC NEU

#18

110'
RMV: 3-110 AC SR
RMV: #4 AC SR NEU
INST: 3-795 AAC
INST: 795 AAC NEU

Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of the property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either expressed or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.

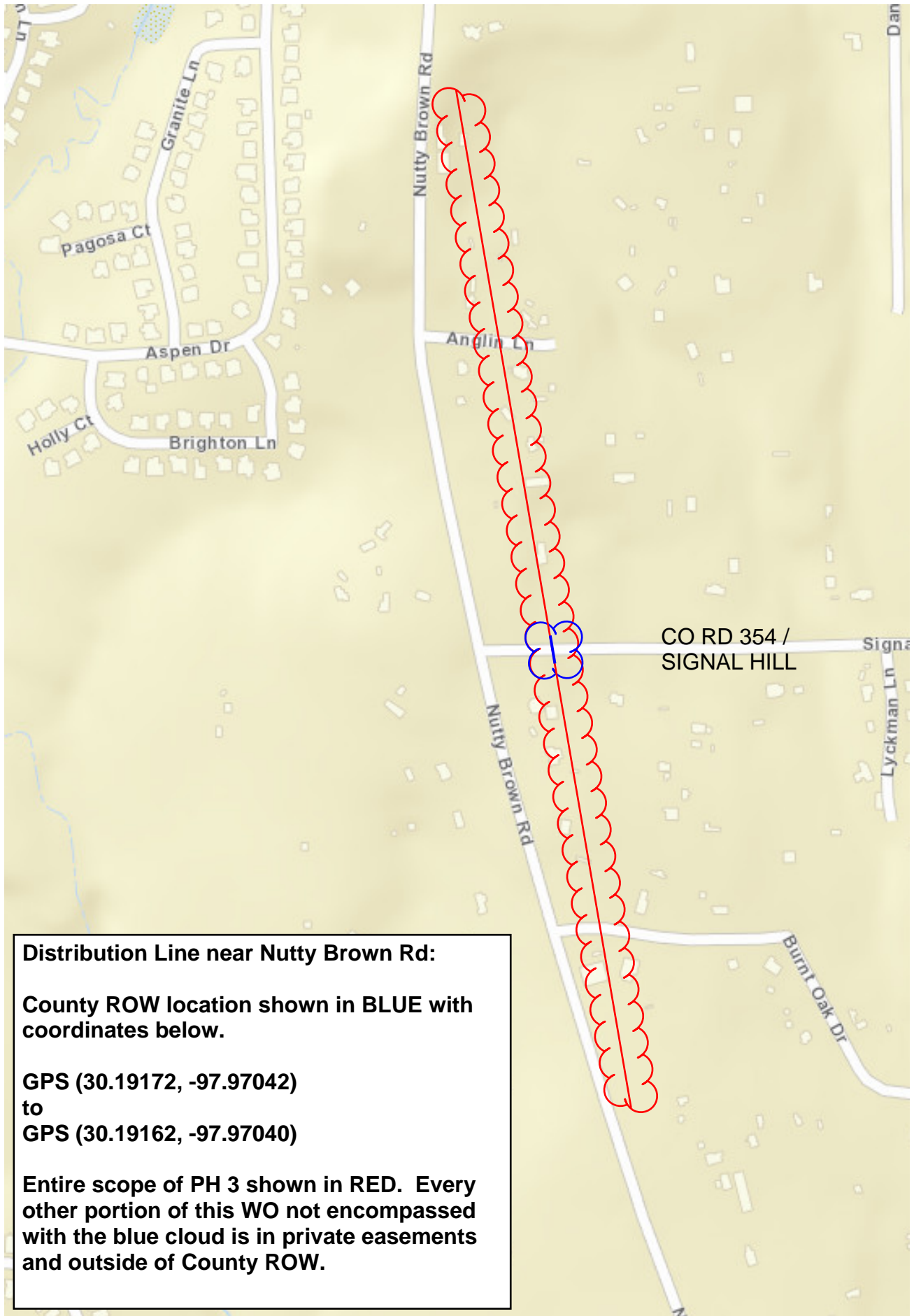


NUTTY BROWN
RECONDUCTOR - PH3
WO# 156945

12-20-2022

NOT TO SCALE

S. HARDISON





Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 2/20/2023 .

Utility Company Information:

Name: Pedernales Electric Co-op
Address: 9115 Circle Dr Austin TX
Phone:
Contact Name: Eric Villaneuva

Engineer / Contractor Information:

Name: POWER Engineers
Address: 7600N Capital of Texas Hwy, Suite 310 Austin 78731
Phone: 5127351837
Contact Name: Scott Hardison

Hays County Information:

Utility Permit Number: TRN-2023-5773-UTL
Type of Utility Service: Overhead
Project Description:
Road Name(s): Co Rd 354, , , , , ,
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 .

01/25/2023

Signature

Title

Date



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Homeland Security Grant Program in the amount of \$33,975.63. **INGALSBE/T.CRUMLEY**

Summary

The Hays County Sheriff's office is requesting the purchase of Camera Pole's. This camera's primary use will be by the SWAT team during SWAT activations. In the most basic terms, it will allow SWAT personnel to see into an area without physically being in that area. It will allow SWAT to view inside a window from outside the structure in instances where an unmanned aerial drone may not be able to make entry. This camera can be used to remotely clear the majority of a room from outside the threshold thereby enhancing officer safety.

Grant/App:

4698301

Start Date:

12/16/2022

End Date:

2/9/2023

Attachments

Resolution PDF Camera Pole
Application



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Pole Camera Grant to be operated in the 2024 year; and

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

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

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

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

ADOPTED THIS THE 31st DAY of JANUARY, 2023

Ruben Becerra
Hays County Judge

Grant Number: 3529706

ATTEST:

Elaine Cardenas
Hays County Clerk

[Print This Page](#)**Agency Name:** Hays County Sheriff's office**Grant/App:** 4698301 **Start Date:** 12/16/2022 **End Date:** 2/9/2023**Project Title:** Camera Pole's**Status:** Application Pending Submission

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	The pole camera's can be used by law enforcement to observe and clear the majority of a room while maintaining a safe distance away from the doorway. This increases officer safety by maintaining a safer distance from the entry point of a room or building. Standing in an entry point to clear a room exposes officer's to potential threats inside the room.

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

[Print This Page](#)**Agency Name:** Hays County Sheriff's office**Grant/App:** 4698301 **Start Date:** 12/16/2022 **End Date:** 2/9/2023**Project Title:** Camera Pole's**Status:** Application Pending Submission**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	02EX-03-ELCM Equipment, Electronic Countermeasures	CORE KIT	\$33,975.63	\$0.00	\$0.00	\$0.00	\$33,975.63	4

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[Print This Page](#)**Agency Name:** Hays County Sheriff's office**Grant/App:** 4698301 **Start Date:** 12/16/2022 **End Date:** 2/9/2023**Project Title:** Camera Pole's**Status:** Application Pending Submission

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

3397563

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☐ Yes
☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

Enter the debarment justification:

I certify all information above is correct.

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

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

[Print This Page](#)**Agency Name:** Hays County Sheriff's office**Grant/App:** 4698301 **Start Date:** 12/16/2022 **End Date:** 2/9/2023**Project Title:** Camera Pole's**Status:** Application Pending Submission

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance a terrorism intelligence/early warning system, center, or task force

Capabilities

Core Capability: Logistics and Supply Chain Management**Identify if this investment focuses on building new capabilities or sustaining existing capabilities. :** New Capabilities (Build)**Are the assets or activities Deployable or Shareable:** Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute**Description:** The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.**Process:** Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Obtain the Camera Pole's and begin the practice of using the equipment; **Completion Date:** 04-04-2023**Milestone:** Begin practicing the equipment; **Completion Date:** 05-04-2023**Milestone:** Properly clean the Camera Pole equipment ; **Completion Date:** 05-04-2023

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Patrol Team

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1034

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

[Print This Page](#)**Agency Name:** Hays County Sheriff's office**Grant/App:** 4698301 **Start Date:** 12/16/2022 **End Date:** 2/9/2023**Project Title:** Camera Pole's**Status:** Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	33
Number of individuals participating in exercises.	30
Number of people trained.	30
Number of Special Response Team personnel provided with new or updated equipment.	
Number of Special Response Teams created, maintained or enhanced.	
Number of trainings conducted.	35

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

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

[Print This Page](#)**Agency Name:** Hays County Sheriff's office**Grant/App:** 4698301 **Start Date:** 12/16/2022 **End Date:** 2/9/2023**Project Title:** Camera Pole's**Status:** Application Pending Submission

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

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

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities

(LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

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

Criminal History Reporting

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

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

Uniform Crime Reporting (UCR)

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements**Building and Sustaining Core Capabilities**

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

LETPA**Law Enforcement Terrorism Prevention Activities (LETPA)**

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

This camera's primary use will be by the SWAT team during SWAT activations. In the most basic terms, it will allow SWAT personnel to see into an area without physically being in that area. It will allow SWAT to view inside a window from outside the structure in instances where an unmanned aerial drone may not be able to make entry. Such circumstances would include when the window glass has been breached, but obstacles remain (drapes, blinds, etc.) that prevent the drone from entering the breached window. The length of the pole would also allow SWAT to view inside second story windows. This would help greatly especially on hostage rescue operations. In those missions, a drone is less-than-desirable as it is quite loud and readily visible. On hostage rescue missions, any action taken by law enforcement has the potential to elicit a reaction from the suspect(s) and so overt movements (like the drone or robots) are avoided when possible. The under-the-door camera part of this kit would allow SWAT to see inside a closed room without opening the door and alerting any suspect(s) to their presence. In any SWAT operation (warrant service, criminal barricade, hostage rescue) involving a structure, law enforcement must physically enter the structure at some point and clear it. This camera can be used to remotely clear the majority of a room from outside the threshold thereby enhancing officer safety.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Additionally, this camera can be used to view small areas that a drone or robot cannot access (vehicle interiors, crawl-spaces, attic openings) without putting officers physically in that space. Another use for this camera system would be search and rescue during natural disasters or man-made disasters. The camera heads are pretty small, so they could be used to look under debris during flooding, storms, or building collapses to search for victims trapped underneath.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

We currently have the aerial drones and robots that are utilized for remote clearing techniques. These do have their limitations however, as mentioned with regard to hostage rescue operations. These drones and robots are unable to view underneath a door like the under-the-door camera can.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

We currently do not have a stealth option for viewing inside upstairs windows. We currently do not have the ability to view underneath a door into a closed room. We do not have a remote viewing option that is small enough to view into some small areas like attic openings, small crawlspaces, etc.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The objective is to enhance overall operational capabilities of the agencies in the region. The more information that can be obtained during a crisis, the better leadership can plan to address specific issues and execute an effective effort. The gaps that this project will fill are listed above but they include the current lack of covert remote viewing options inside a structure or room without exposing officers to threat(s) inside, current lack of remote viewing options for small inaccessible areas, and current lack of viewing options into small openings under debris or rubble during disasters.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

4.11 Strengthen the state's regionally focused, multidiscipline, all hazards response system that ensures each region statewide has access to the necessary response teams and resources, to include enhancement of resource request and mutual aid.

Target Group :

Identify the target group and population expected to benefit from this project.

law enforcement will benefit from acquiring this kit. It will allow officer on the scene to obtain more information and intelligence which will lead to better planning and incident resolution. Search and rescue teams can benefit from this item as it can be utilized during rescue operations following a natural or man-made disaster. Victims of hostage incidents and other violent incidents can certainly benefit from this due to the capabilities that it offers law enforcement in planning for and responding to these incidents. The ability to see into a second story window or underneath a door can provide officers with real-time intelligence as to the status and health of the victims, number of suspects, and alert them to conditions that would trigger a rescue.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Hays County Sheriff's office will maintain the project after the initial purchase. The department will be responsible for care custody and control of the equipment as well as maintenance and upkeep. Only trained personnel will maintain this equipment. This project is only a one time funding that will not need any additional funds. If there is a time where the equipment is damaged the County will have funds set aside to handle to equipment's repairs. If unfunded the County will continue to pursue other grant opportunities. HCSO will continue to pursue all funding opportunities to ensure continuation of assets and teams for terrorism originated incident response.

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Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) Homeland Security Grant Program, in the amount of \$494,100.00. **INGALSBE/T.CRUMLEY**

Summary

The Hays County Special Weapons and Tactics Teams (SWAT) is seeking the "ROOK" to be purchased by being awarded funds from the OOG. This tactical vehicle will be used to protect and serve all first responders during a high level threat situation. The "ROOK" will be available to all local 10 regions for the use of protecting all first responders. All citizens within Hays County and all 10 local regions will benefit from this tactical vehicle by being brought out to high level hostage situations. The grant's office is working with Hays County SWAT on measuring the number of exercises and training being conducted.

Grant/App:

4693701

Start Date:

12/14/2022

End Date:

2/9/2023

Attachments

Resolution PDF

Application



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County 1 Ring Powered Tactical Vehicle (ROOK) Grant to be operated in the 2024 year; and

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County 1 Ring Powered Tactical Vehicle (ROOK) to the Office of the Governor.

ADOPTED THIS THE 31st DAY of JANUARY, 2023

Ruben Becerra
Hays County Judge

Grant Number: 3529706

ATTEST:

Elaine Cardenas
Hays County Clerk

[Print This Page](#)**Agency Name:** Hays County Sheriff's Office**Grant/App:** 4693701 **Start Date:** 12/14/2022 **End Date:** 2/9/2023**Project Title:** 1 Ring Powered Tactical Vehicle (ROOK)**Status:** Application Pending Submission**Project Activities Information****HSGP Instructions for Project Activity Selection**

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	The "ROOK" will benefit all first responders that arrive on scene to a high level situation. All first responders in the 10 local regions, along with its citizens will benefit from this vehicle.

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[Print This Page](#)**Agency Name:** Hays County Sheriff's Office**Grant/App:** 4693701 **Start Date:** 12/14/2022 **End Date:** 2/9/2023**Project Title:** 1 Ring Powered Tactical Vehicle (ROOK)**Status:** Application Pending Submission**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	12VE-00-MISS Vehicle, Specialized Mission	Ring Power The "ROOK" Tactical Solutions	\$494,100.00	\$0.00	\$0.00	\$0.00	\$494,100.00	1

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[Print This Page](#)**Agency Name:** Hays County Sheriff's Office**Grant/App:** 4693701 **Start Date:** 12/14/2022 **End Date:** 2/9/2023**Project Title:** 1 Ring Powered Tactical Vehicle (ROOK)**Status:** Application Pending Submission

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- ☐ Yes
☐ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

494100

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☐ Yes
☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

Enter the debarment justification:

I certify that everything above in the "Debarment" category is correct.

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes
☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☐ Yes

☒ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

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[Print This Page](#)**Agency Name:** Hays County Sheriff's Office**Grant/App:** 4693701 **Start Date:** 12/14/2022 **End Date:** 2/9/2023**Project Title:** 1 Ring Powered Tactical Vehicle (ROOK)**Status:** Application Pending Submission

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance a public health surveillance system

Capabilities

Core Capability: Interdiction and Disruption**Identify if this investment focuses on building new capabilities or sustaining existing capabilities. :** New Capabilities (Build)**Are the assets or activities Deployable or Shareable:** Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute**Description:** The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.**Process:** Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Complete application process for the "ROOK"; **Completion Date:** 02-09-2023**Milestone:** Receive Federal Funding; **Completion Date:** 04-04-2023**Milestone:** Obtain the "ROOK" and begin SWAT training; **Completion Date:** 05-04-2023

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Special Weapons and Tactics Team

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1245

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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	
Number of individuals participating in exercises.	
Number of people trained.	
Number of Special Response Team personnel provided with new or updated equipment.	
Number of Special Response Teams created, maintained or enhanced.	
Number of trainings conducted.	

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

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Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

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

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities

(LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

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

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Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements**Building and Sustaining Core Capabilities**

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

LETPA**Law Enforcement Terrorism Prevention Activities (LETPA)**

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The equipment that is being focused for this grant is referred to the "ROOK". The Ring Power Tactical Solutions Armored Vehicle is a custom vehicle that will be utilized to its fullest extent to increase the safety of our citizens, officers and all emergency first responders while at the same time serve to more safely progress critical incidents to a more efficient and cost effective resolution. The "ROOK" and its attachments have been identified as the required piece of armored specialized law enforcement equipment to provide for these capabilities, improve officer safety, provide for increased tactical steps and progressive measures for our incident commander. The proximity of the international border to population hubs in the Hays County/Austin area and extensive high-use commercial transportation networks makes cities and its surrounding counties a high visibility target for the types of complex coordinated terrorist attacks that have more recently happened across the nation. Unlike the traditional armored vehicles the "ROOK" is capable of being used in tight areas both inside and outside of structures and is also capable of lifting SWAT members into the high lever sections of buildings that cannot be accessed easily while being secured under ballistic protection. Hays County will make use of the "ROOK" into daily developments of the Hays County SWAT team and will be available to assist other departments in the region as needed. The "ROOK" has been specifically designed, fabricated, and ballistically reinforced for use by civilian law enforcement for these ever increasing encounters with armed subjects. These armed subjects who either by intention or evolution of incident circumstances frequently utilize fortification and concealment to advance and continue their violent criminal, terroristic and dangerous behavior. Funding for this project will provide critical protection and enhanced tactical capabilities for not only Hays County, but also for the nearby tactical teams in the near by regions as well as their Fire Departments. This proposed project will reduce the capability gaps by providing increased officer safety and improve responses to critical incidents. The "ROOK" and its hydraulic ram and integrated camera system enables one ROOK operator to approach, breach and remotely clear the structure via ram camera system., penetrating deeper into the structure ground floor, basement, second floor, attic, garage, etc.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Hays County is a close proximity to the international border and the high extensive use of commercial transportation networks that makes Hays County and the surrounding counties a high level target such as terrorist attacks that have happened to some major cities across the United States. Currently we do not own a "ROOK", getting funded for this project will eliminate the threat of officer's and civilians from ballistic fire power. The "ROOK" comes with multiple attachments that solve tactical problems involving safety to subject officer's or fire fighters from potential gunfire. With the flood and snow storm that Hays County has encountered in the past the ROOK is also a good piece of equipment to have, since it has the forklift attachment. The use of these specialized attachments will provide a safer approach to many tactical operations in regards to both domestic and foreign terrorism that may occur. (Regional THIRA p. 6, 20, 24, 31, 34, 37, 38).

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds. Currently, the Hays County Sheriff's office and all the surrounding counties use Lenco Bearcats as the primary source of ballistic protection on the outside of the structure/buildings. These Lenco Bearcats do not offer the ballistic shielding and upgraded suspension and wheel system

capabilities as the "ROOK". The LENCO do not have the ability to bring officer's into small confined parts of a building or structure due to being large. The "ROOK" provides the sturdy and upgraded drivetrain that will allow the officer's to access structures during the inclement weather that may happen during a high level threat.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

This proposed project will give our SWAT and officer's the ballistic protection that they will need from potential terrorist or high level threats across Hays County. Including this will increase our law enforcement officers to handle critical incidents that involve firearms. The current tactical vehicle do not provide the ballistic protection to those elevated locations to handle the threat. Obtaining the "ROOK", this will eliminate that factor. The CAPCOG has experienced many terrorism related incidents and other incidents that could potentially have been minimized and, or prevented by building, enhancing, and sustaining first responders, SWAT, and bomb squads with capabilities to respond within any of 10 counties. Capability Target: Support efforts throughout the region to delay, divert, intercept, halt, apprehend, or secure 100% of threats and/or hazards to neutralize 100% of threats in all locations, in all environments by building, enhancing, and sustaining first responders, SWAT and bomb squads with capabilities to respond within any of 10 counties.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

This proposed project will reduce capability gaps by increasing officer safety and increasing critical tactical advantages and improving responses to critical incidents. The Hays County Sheriff's office will support efforts throughout the region to delay, divert, intercept, halt apprehend, or secure 100% of threats and/or hazards and work to neutralize 100% of threats in all 10 locations. Gaining this newly developed equipment this will help our law enforcement officer's to respond in a more efficient matter.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

4.11 Strengthen the state's regionally focused, multidiscipline, all hazards response system that ensures each region statewide has access to the necessary response teams and resources, to include enhancement of resource request and mutual aid.

Target Group :

Identify the target group and population expected to benefit from this project.

The Hays County SWAT department will be the most to benefit from this proposed project. This proposed project will give the officer's ballistic protection and cover from a potential high level threat. However every department across the region will benefit as well. The Hays County SWAT department will work with all associate departments that are nearby and that need immediate assistance with the proposed project the "ROCK".

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The Hays County Sheriff's SWAT office will maintain the project after initial purchase. The department will be responsible for the maintenance, care and any upkeep on the vehicle. The only individuals that will be able to commit service on these vehicles would be qualified technicians. This project is a one time funding that will not require additional grants funds. At this time there is no alternatives to replacing this technology through budget. All sources of funding will be assessed in order to maintain capability. Hays County Sheriff's office has had continued sustained equipment that has prolonged to value of the equipment and therefore the team for several years. HCSO will continue to pursue all funding opportunities to make sure the continuation of assets and teams for terrorism originated incident response.

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Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division grant program for Body Worn Cameras project for the Hays County Fire Marshal's Office in the amount of \$11,753.10. **INGALSBE/T.CRUMLEY**

Summary:

The Hays County Fire Marshal's Office participates in fire arson/investigations that involve the need to acquire body worn cameras. Having body worn cameras will let the Hays County Fire Marshal's Office review and prepare for future fire investigations. Obtaining body worn cameras will reduce civilian complaints, reduce agency liability, improve the Fire Marshal/deputy safety, increase evidence quality.

Grant/App: 4737801 Start Date: 1/10/2023

Fiscal Impact:

Amount Requested: \$2,938.28 (25% match)

Line Item Number: TBD

Budget Office:

Source of Funds: Grant Funds

Budget Amendment Required Y/N?: No

Comments: If grant is awarded, 25% cash match will need to be identified.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: TBD at award

New Revenue Y/N?: TBD at award

Comments:

Attachments

Resolution

Application



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Body Worn Cameras project be operated in the 2024 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division Program, and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Body Worn Cameras to the Office of the Governor.

ADOPTED THIS THE 31st DAY of JANUARY, 2023

Ruben Becerra
Hays County Judge

Grant Number: 3529706

ATTEST:

Elaine Cardenas
Hays County Clerk

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4737801 **Start Date:** 1/10/2023 **End Date:** 2/9/2023**Project Title:** Hays County Fire Marshal's Office Body Worn Cameras**Status:** Application Pending Submission

Project Activities Information

Introduction

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

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Body-Worn Camera Program Implementation	100.00	The office now fields multiple complaints of fire code violations, inspects and reviews plans for construction as well as conducting field inspections of new and existing construction across the county. As we review the footage of our time spent at an inspection or investigation, our inspectors/investigators may be able to catch things that originally they may have missed while being at the scene. Our office will create policies as to when the cameras will be utilized and guidelines for storage of the video.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Agency Name: Hays County**Grant/App:** 4737801 **Start Date:** 1/10/2023 **End Date:** 2/9/2023**Project Title:** Hays County Fire Marshal's Office Body Worn Cameras**Status:** Application Pending Submission**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Network Server System and Accessories	BASIC TO PRO CONVERSION, QUANTITY-1 \$24.00 X 60 MONTHS= \$1,440.00 LIVE STREAMING ADD-ON ACCESS, QUANTITY-3 \$0.58 X 60 MONTHS= \$104.85 RESPOND DEVICE LICENSE, QUANTITY-3 \$5.00 X 60 MONTHS= \$900.00 BASIC LICENSE BUNDLE, QUANTITY-3 \$7.83 X 60 MONTHS= \$1,409.85	\$3,854.70	\$0.00	\$0.00	\$0.00	\$3,854.70	10
Equipment	Network and Server Software and/or Licenses	BODY WORN CAMERA SINGLE-BAY DOCK TAP BUNDLE, QUANTITY 3, \$3.50 X 60 MONTHS= \$630.00 BODY WORN CAMERA TAP BUNDLE, QUANTITY 3, \$24.08 X 60 MONTHS= \$4,334.40	\$4,964.40	\$0.00	\$0.00	\$0.00	\$4,964.40	6
Equipment	Body Camera and Accessories (valued over \$5,000 per unit)	AB3 1-BAY DOCK BUNDLE, QUANTITY-3, \$229.00 X 3 = \$687.00 AB3 CAMERA BUNDLE, QUANTITY-3, \$749.00 X 3 = \$2,247.00	\$2,934.00	\$0.00	\$0.00	\$0.00	\$2,934.00	6

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4737801 **Start Date:** 1/10/2023 **End Date:** 2/9/2023**Project Title:** Hays County Fire Marshal's Office Body Worn Cameras**Status:** Application Pending Submission

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☐ No
☒ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

1175310

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☐ Yes

☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4737801 **Start Date:** 1/10/2023 **End Date:** 2/9/2023**Project Title:** Hays County Fire Marshal's Office Body Worn Cameras**Status:** Application Pending Submission**Measures Information**

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of body-worn cameras purchased with grant funds.	3

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4737801 **Start Date:** 1/10/2023 **End Date:** 2/9/2023**Project Title:** Hays County Fire Marshal's Office Body Worn Cameras**Status:** Application Pending Submission

Narrative Information

Introduction

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Program-Specific Questions

Organization Information

The number of licensed officers directly employed by the applicant agency:

0

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

4

Certifications

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

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Eligible Officers

Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

Reporting Requirements

Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Body-Worn Camera Policy

Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

Cybersecurity Training Requirement

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

Criminal History Reporting

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

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

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for

inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data as well as the Texas annual reporting of AB a no less than monthly basis (1) and respond promptly to requests from DPS related to the data submitted; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield, from detection fugitives from justice of offenders for sexual assault or other sex offenses or investigate or prosecute a sexual assault or other sex offense for which evidence has been collected; must participate in the statewide electronic track application developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Sharri Miller

Enter the Address for the Civil Rights Liaison:

712 S. Stagecoach Trail, San Marcos, Texas, 78666 Ste 1063

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

512-393-2245

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Abstract :

This proposed project is to equip the Hays County Fire Marshal Office responding to the public about fire code violations, illegal burning, fire arson investigations. The Hays County Fire Marshal addresses fire safety inspections, and fire investigations. This project will provide a total of 3 body cameras for our Hays County Fire Marshal's Office.

Problem Statement :

Texas has had a 40 percent increase in the number of fires in 2022 according to NBC. Across the state Texas A&M Forest Service has responded to 1,682 wildfires on 542,393 acres this year. According to Texas A&M Forest Service this agency has responded to 1,194 wildland fires incidents that burn 462,466 acres each year. Hays County has a well-structured team of Fire Marshal deputies, being equipped with the body worn cameras this will allow the Hays County Fire Marshal's Office to review Fire Investigations, potential involvement of detaining suspects, and have the opportunity to have a visual of the fire scenes/investigations.

Supporting Data :

The Hays County Fire Marshal's Office participates in fire arson/investigations that involve the need to acquire body worn cameras. To keep the safety for the public having body worn cameras will let the Hays County Fire Marshal's Office review and prepare for future fire investigations. Obtaining body worn cameras will reduce civilian complaints, reduce agency liability, improve the Fire Marshal/deputy safety, increase evidence quality.

Project Approach & Activities:

The overall target for this approach is to empower the Hays County Fire Marshal's Office to acquire the specific body worn cameras. Hays County will obey all purchasing policies and will guarantee that the Fire Marshal deputies who acquire a grant funded body worn camera will properly clean and maintain the required training that is being asked for in the grant guidelines. Upon receiving the grant funded equipment, the Fire Marshal deputies will ensure proper tracking of the equipment so that it guaranteed this piece of equipment is only available to the awarded recipients.

Capacity & Capabilities:

The Fire Marshal Office was originally created to be the liaison between the county government and local fire departments and also to investigate fire that occurred in the county. As the county grew in population, the role of the fire marshal office changed once fire code was adopted. The office now fields multiple complaints of fire code violations, inspects and reviews plans for construction as well as conducting field inspections of new and existing construction across the county. Our office works with many departments across the county from development to fire to law enforcement. Our office has three personnel who are all certified as fire inspectors/investigators with two of the three being peace officers also.

Performance Management :

The success of this project I believe will be in the video/audio. As we review the footage of our time spent at an inspection or investigation, our inspectors/investigators may be able to catch things that originally they may have missed while being at the scene. Our office will create policies as to when the cameras will be utilized and guidelines for storage of the video. Our goal is to purchase the same cameras and system that is currently being utilized by other agencies within the county as to easily share data during investigations.

Target Group :

Obtaining the body worn cameras will allow the Fire Marshal deputies to record interactions between community members during fire inspections/investigations, even when potentially detaining a suspect. The video and audio recordings from the body worn cameras can be used by the Fire Marshal deputies to demonstrate transparency to their communities, document verbal statements, observations, behaviors, and other evidence.

Evidence-Based Practices:

Acquiring the Body worn cameras for the Hays County Fire Marshal's Office will give their office the ability to have live video recording on any interaction the deputies will encounter with the public and any on going investigation the deputies participate in on that involve fire arson/inspections. The use of the body worn cameras will also ensure that there will not be any false accusation from the deputy and the potential suspect side of the investigations. This will protect the honor codes that the Fire Marshal/deputies have sworn to uphold being sworn in as a Texas Peace Officer.

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



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Victim Assistance, First Responder Mental Health grant program in the amount of \$10,081.25. **INGALSBE/T.CRUMLEY**

Summary

This grant, to be funded for FY24, will fund costs associated with the Hays County Sheriffs Office Peer Support Group as well as contractual counseling services for officers and dispatchers. These counseling services were previously covered under insurance but were considered ineligible costs for coverage beginning in January of 2022. The Sheriffs Office contracts with Tania Glenn & Associates, PA for counseling services. Dr. Glenn specializes in cases associated with first responders and veterans. This grant was awarded for FY23 and, if awarded, this will be the second year of funding.

No match is required

Grant Number: 4464102

Grant period: 10/1/2023-9/30/2024

Attachments

Application

Resolution

[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4464102 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Application Pending Submission**Narrative Information****Introduction**

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

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

Program-Specific Questions**Culturally Competent Victim Restoration**

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

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

Hays County uses an outside counseling service who specializes in caring for first responders, veterans and their families. This allows the officers to receive the most effective care possible as officers often face very unique struggles.

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.

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

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

☐ Yes

☒ No

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

N/A

Certifications

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

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Forensic Medical Examination Payments

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

Confidentiality and Privacy

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

Activities that Compromise Victim Safety and Recovery

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

Polygraph Testing Prohibition

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

Protection Orders

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

Offender Firearm Prohibition

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

Criminal Charges

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

Cybersecurity Training Requirement

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

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both

some federal buildings had military installations.
certify to all of the application content & requirements.

No Charge

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

Project Abstract :

Effective Services

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

Problem Statement :

The Hays County Sheriffs Office historically used funds from the county's insurance provider in order to offer cost free therapy services for first responders for duty-related issues. Due to changes in the insurance providers policy, these services were no longer covered as of January 1, 2022. Hays County is seeking funding to be able to provide these essential services for officers. The program is designed to mitigate stressful incidents in order to minimize the damaging effects they can have on personnel and workplace environments, allowing officers to more effectively perform their jobs. Often officers and dispatchers may not know about services that are available to them or may feel uncomfortable reaching out for help. The Peer Support Group is designed to give officers the skills to identify when their colleagues may be in need of help or just need someone to talk to. The Peer Support Group is completely voluntary and officers sign-up to be trained and to help their colleagues.

Supporting Data :

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

Project Approach & Activities:

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

Capacity & Capabilities:

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

Performance Management :

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

Target Group :

The target group is the Hays County Sheriffs Officers including the correctional facility staff and officers as well as 9-1-1 dispatchers, who have experienced traumatic events.

Evidence-Based Practices:

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

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

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4464102 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Application Pending Submission

Project Activities Information

Introduction

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

First Responder Mental Health Programs

Program Organization and Characteristics

Is this a new program or building capacity for an existing program?

☐ New Program

☒ Building Capacity for an Existing Program

In the space below NEW programs should describe any completed needs assessments and/or steps taken to date. Additionally, all programs must describe how services will be provided – internally, externally, or a hybrid of both – and who will provide them. Finally, describe the guidelines used to manage case load under the program.

Describe where in the organizational chart will the program reside and under whose authority. Where will program activities physically take place? If the program is housed in the same building as operations, address how the program will mitigate any stigma associated with utilizing the program.

Counseling services will be contracted out to Tania Glenn and Associates. These services will take place at Tania Glenn and Associates' office. The contract will be monitored by the Hays County Sheriffs Office. The Peer Support Group will reside under the authority of the Hays County Sheriffs Office. Stigma associated with using the program will be mitigated by leaders within the Hays County Sheriffs Office promoting and positively representing the program and sharing its benefits.

Target Group

For each of the target populations below, identify whether all services will be available to each, a subset of services will be provided, or only referrals will be offered (Note: if only referrals will be offered, you may be asked to submit a copy of your referral policy):

Line Officers, Command Staff, and Administrators:

☒ All services

☐ Subset of services

☐ Referrals only

☐ Not served

Dispatchers:

☒ All services

☐ Subset of services

☐ Referrals only

☐ Not served

Non-Sworn Personnel (e.g., crime scene technicians):

☐ All services

☐ Subset of services

☐ Referrals only

☒ Not served

Family Members of First Responders:

☐ All services

☐ Subset of services

☐ Referrals only

☒ Not served

Other Nearby Law Enforcement Personnel (e.g., officers from other departments, federal agents or corrections officers):

- ☒ All services
- ☐ Subset of services
- ☐ Referrals only
- ☐ Not served

First Responders Exposed to Traumatic/Critical Incidents (e.g., exposure to violent crime, line-of-duty death or serious injury, officer-involved shootings, or mass trauma):

- ☒ All services
- ☐ Subset of services
- ☐ Referrals only
- ☐ Not served

In the space below, list the **types of incidents** that are targeted for services:

Examples of critical incidents that may prompt the support of the Peer Support Group include: line of duty incidents resulting in serious injury, accidents resulting in serious injury, fire/tornado/flood/other wedding events resulting in serious injury, deaths (work related or personal), multiple casualties/disaster events, suicide events, and hostage and or targeted employee events. Other events may warrant the support of the Peer Support Group at the discretion of the team. Officers may also seek counseling services during times of crisis as a result of work related events and stresses.

Referral Network Description

Describe the types and method of referrals provided for each of the six target populations described above. Distinguish between voluntary and mandatory referrals. Describe the plan for an escalation referral system (when in-house services are not capable of handling a particular situation).

Referrals may occur in the following ways: 1) An employee may contact any Peer Supporter, the HR director, or a Peer Support Coordinator for a referral to use either the contracted counseling services or to receive support from a Peer Supporter. 2) An employee aware of another employee who may need assistance can initiate a referral by contacting any Peer Supporter, the HR director, or a Peer Support Coordinator. The referred employee would then be contacted to assess their receptiveness to Peer Support intervention. 3) Supervisory personnel have the authority and responsibility to recommend a Peer Supporter to employees when appropriate. This support is voluntary and the employee cannot be ordered to participate. The employee will be assured that the consultation is solely for their benefit and will remain confidential 4) Any employee or family member of an employee may contact any member of the Peer Support program or HR to seek assistance or support. Contact information for Peer Support Program coordinators will be provided. Participation is voluntary. Under most circumstances, referrals to both the Peer Support Group and counseling services are voluntary. However, under certain circumstances the Human Resource Director may direct an employee to use the provided counseling services. The contracted psychologist will then make a determination to the Sheriff and their designee about the length of time the employee should remain in consultation.

Notification of Services

Describe the types of informational materials produced and how they are distributed or made available to employees.

Informational materials are with contact and program information are provided and places around the Hays County Sheriffs Office and 9-1-1 Dispatch Center so that they are easily accessible for employees. Supervisors are also ready with information that can be provided to employees whenever needed.

Required Peer Support Program

Describe how this program employs the Peer Support Network model to facilitate communication and continuity of care. For additional information, consult the [International Association of Chiefs of Police Peer Support Guidelines](#).

Members of the Peer Support Group will have the opportunity to attend a training held by the contracted psychologist Tania Glenn to learn best practices and tactics for identifying fellow employees in crisis mode. This training will cover topics like problem solving skills, problem assessments, both verbal and non-verbal communication, and more. The Peer Support Group has a formal policies and procedures document that helps frame their duties.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Peer Support Groups	25.00	Officers volunteer to participate in the peer support program in order to serve as a resource for their colleagues and identify when fellow officers may benefit from or need to access counseling services

Professional Therapy and Counseling	75.00	Officers will have access to a professional therapist who specializes in services for first responders.
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CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4464102 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Application Pending Submission**Measures Information**

Objective Output Measures

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

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

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[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4464102 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Application Pending Submission**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	Tania Glenn & Associates, PA will provide services. Services are \$90/hr and are billed each month. \$81.25/hr of these costs will be covered with grant funds and the remaining costs will be covered by Hays County. Services include counseling sessions for Sheriffs Officers. Tania Glenn specializes in mental health services for first responders, veterans, and their family members. The \$5,281.25 allocated will allow for up to 65 hours of counseling for officers	\$5,281.25	\$0.00	\$0.00	\$0.00	\$5,281.25	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training costs are for Tania Glenn to provide a 2.5 day training, twice a	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00	0

		year, for officers interested in participating in the Hays County Sheriffs Office Peer Support Group. This training will allow officers to better identify potential problems or mental health needs in fellow officers in order to better support them. Each training will be 20 hours for a total of 40 hours per year. The training is billed at \$90/hr for a total of \$3,600.						
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	The \$1,200 allocated is to create printed and other materials to internally advertise the peer support group and encourage officers to join.	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0

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

General Information and Instructions

Agency Type

Implementing Agency Type - Government

Which designation best describes your agency (select only one):

- ☐ Corrections
- ☐ Courts
- ☐ Juvenile justice
- ☒ Law enforcement
- ☐ Prosecutor
- ☐ Other – describe below

If Other is selected describe below:

Purpose of Award

Check all that apply:

- ☒ Continue an OOG-funded victim project funded in a previous year
- ☐ Expand or enhance an existing project not funded by OOG in the previous year
- ☐ Start up a new victim services project
- ☐ Start up a new Native American victim services project
- ☐ Expand or enhance an existing Native American project

Type of Crime Funding Distribution

Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

Type of Crime	Percent of Funds Dedicated to Crime <i>Enter whole percentages only</i>	Funds Dedicated to Crime <i>Current Award x Percent Entered</i>
Child Physical Abuse	<div>0</div>	\$0.00
Child Sexual Abuse	<div>0</div>	\$0.00
Domestic and Family Violence	<div>0</div>	\$0.00
Child Sexual Assault	<div>0</div>	\$0.00
Adult Sexual Assault	<div>0</div>	\$0.00
DUI/DWI Crashes	<div>0</div>	\$0.00
Assault	<div>0</div>	\$0.00

Adults Molested As Children	<input type="text" value="0"/>	\$0.00
Elder Abuse	<input type="text" value="0"/>	\$0.00
Robbery	<input type="text" value="0"/>	\$0.00
Survivors of Homicide	<input type="text" value="0"/>	\$0.00
Adult Human Trafficking	<input type="text" value="0"/>	\$0.00
Child Human Trafficking	<input type="text" value="0"/>	\$0.00
Other Violent Crimes	<input type="text" value="100"/>	\$10,081.25
Description:	<input type="text" value="Officers and dispatchers may use services for any duty-related incident"/>	
Other Non-Violent Crimes	<input type="text" value="0"/>	\$0.00
Description:	<input type="text"/>	
SUM of %'s <i>Sum of % MUST = 100%</i>	SUM of Funds <i>Sum of Funds MUST = OOG Current Budget</i>	\$10,081.25

Use of Funds

Does this project provide **DIRECT SERVICES** to victims:

☐ Yes

☒ No

Types of Victimization

Check the types of victimization that best describe the victims the grant-funded project will serve. “Other” refers to a type that is not associated with any of the types provided in the list. Check all that apply:

Type of Victimization

☐ Adult physical assault (includes aggravated and simple assault)

☐ Adult sexual assault

☐ Adults sexually abused/assaulted as children

☐ Arson

☐ Bullying (verbal, cyber, or physical)

☐ Burglary

☐ Child physical abuse or neglect

☐ Child pornography

- ☐ Child sexual abuse/assault
- ☒ Domestic and/or family violence
- ☒ DUI/DWI incidents
- ☒ Elder abuse or neglect
- ☐ Hate crime: racial/religious/gender/sexual orientation/other

If Hate Crime is TRUE provide explanation:

- ☒ Human trafficking: labor
- ☒ Human trafficking: sex
- ☐ Identity theft/fraud/financial crime
- ☒ Kidnapping (noncustodial)
- ☒ Kidnapping (custodial)
- ☐ Mass violence (domestic/international)
- ☐ Other vehicular victimization (e.g., hit and run)
- ☐ Robbery
- ☐ Stalking/harassment
- ☐ Survivors of homicide victims
- ☒ Teen dating victimization
- ☐ Terrorism (domestic/international)
- ☒ Other

If Other is TRUE provide explanation:

Selected services are not an exhaustive list of reasons services may be sought out, but constitute either common reasons officers seek counseling or common crimes in Hays County.

Budget and Staffing

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services program.

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year:

Identify by source the amount of funds allocated to the victimization program/services budget for your agency. DO NOT

COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federal funding except the award amount for this grant.

OOG Current Budget: **\$10,081.25**

Other State Funds:

Other Local Funds:

Other Federal Funds:

Other Non-Federal Funds:

Total Victimization Program Budget: **\$10,081.25**

Total number of paid staff for all grantee victimization program and/or services:

COUNT each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.

Total number of staff:

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:

Total COUNT of hours to work by all staff supporting the work of this award, including match.

Total number of hours:

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs and/or services:

COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff:

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs:

Total COUNT of hours to work by all volunteers supporting the work of the award, including match.

Total hours to work by all volunteers:

Explain how your organization uses volunteers to support its victimization programs or if your organization does not use volunteers explain any circumstances that prohibit the use of volunteers.

13 Officers volunteer to serve on the peer support team. The officers are trained to help recognize potential issues that their colleagues may be facing and to refer services that





Resolution

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County First Responder Peer Support and Mental Health grant project be operated in the 2024 year; and

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

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

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

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

ADOPTED THIS THE 31st DAY of JANUARY, 2023

Ruben Becerra
Hays County Judge

ATTEST:

Elaine Cardenas
Hays County Clerk



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, State Homeland Security Grant Program for the Hays County HazMat Team Monitor Maintenance project in the amount of \$14,470.00. **INGALSBE/T.CRUMLEY**

Summary

This grant application is to provide maintenance for 14 monitors for the Hays County HazMat Team, which will increase the life of the specialized equipment and allow the team to respond with sustainable equipment. No matching funds are required.

Grant number: 3529706

Grant period: 10/1/2023-9/30/2024

Attachments

Resolution

Application



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County HazMat Monitor Maintenance project be operated in the 2024 year; and

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

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

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

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

ADOPTED THIS THE 31st DAY of JANUARY, 2023

Ruben Becerra
Hays County Judge

Grant Number: 3529706

ATTEST:

Elaine Cardenas
Hays County Clerk

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 3529706 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** AET Hays County HazMat Team Monitor Maintenance**Status:** Application Pending Submission

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

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

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

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

Criminal History Reporting

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

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

Uniform Crime Reporting (UCR)

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements**Building and Sustaining Core Capabilities**

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

 I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Hays County HazMat Team is requesting a continuation of funding for the maintenance of the monitoring equipment utilized to respond and detect chemical, biological, radiological, nuclear or explosive weapons (CBRNE) in the event of a terrorist attack. The CBRNE monitors enhance the capability of the HazMat Team to provide data to the Incident Commander in order to determine the scope of the terrorist attack and the level hazardous materials, as well as identify the immediate threat to public health and safety.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The maintenance of the monitors utilized by the HazMat Team to sustain the capabilities to identify, detect, or locate CBRNE threats/hazards through active surveillance and aligns with the Threat and Hazard Identification and Risk Assessment core capability of Screening, Search, and Detection on page 24 of the THIRA. The actual monitor capabilities would align with the Environmental Response / Health and Safety core capability on page 35 in the THIRA.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Three standardized teams have been established to respond region wide. The three teams utilize the same training, search and screening protocols, and function in sync to regionally disperse responsibility areas. Maintenance of the monitoring equipment increases the capability of the HazMat team to identify, discover, or locate any CBRNE agents and respond appropriately to any threats to the region.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The upkeep and maintenance of the specific monitoring equipment will allow our HazMat team to sustain equipment that is vital to detecting hazardous materials and fills the capability gap in the State Preparedness Report of Environmental Response/Health and Safety on page 39. This project would help fulfill this gap by maintaining the availability of specialized equipment for regional specialized teams.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The maintenance of our HazMat Team monitors will increase the life of the specialized equipment and allow the team to respond regionally to or prevent a terrorist attack with sustained equipment. The HazMat Team has been deployed on average of 110 times per year since 2017. It one of three regional hazmat response teams in the CAPCOG region, therefore it is vital the HazMat team is equipped with monitors that are functioning properly by route maintenance.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*.

List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

2.2.1 strengthen statewide capability to detect, confirm, analyze, and assess chemical, biological,

radiological, and nuclear incidents.

Target Group :

Identify the target group and population expected to benefit from this project.

The Hays County HazMat Team will directly benefit from this project. However, there will also be a regional benefit as the Hays County HazMat Team may respond to regional HazMat calls as well.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Training on equipment will be the responsibility of the applicant. Additional funding may be sought for upgrades to the equipment or continuing funding for the maintenance.

You are logged in as User Name: scorprew

Print This Page

Agency Name: Hays County
Grant/App: 3529706 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: AET Hays County HazMat Team Monitor Maintenance
Status: Application Pending Submission

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	Funds will be utilized to provide maintenance to the Hays County HazMat Team monitor equipment which will allow for proper detection and identification of any chemical, biological, radiological, nuclear, or explosive weapon that could be utilized in a terrorist attack.

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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	
Number of individuals participating in exercises.	14
Number of people trained.	
Number of Special Response Team personnel provided with new or updated equipment.	
Number of Special Response Teams created, maintained or enhanced.	1
Number of trainings conducted.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
Number of monitors receiving maintenance	11

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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

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Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	21GN-00-MAIN Maintenance	Maintenance cost for Hazmat Monitoring equipment. Includes 4 RAE AreaRAE Pro, 3RAE systems MutiRAE Lite, 1 RAE MultiRAE Lite, 1 Rigaku CQL, annual calibration of 11 Thermo Scientific RadEye-G, and annual calibration of 10 Level A Suits	\$14,470.00	\$0.00	\$0.00	\$0.00	\$14,470.00	0

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 3529706 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** AET Hays County HazMat Team Monitor Maintenance**Status:** Application Pending Submission

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Enhance capabilities to respond to CBRNE events

Capabilities

Core Capability: Screening, Search, and Detection**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Close Out**Description:** The completion of all work on a project. Can also refer to completion of a phase of the project.**Process:** Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.

Milestones

Milestone: Select a Vendor to provide maintenance to monitors; **Completion Date:** 10-31-2023**Milestone:** Enter into a contract and begin receiving maintenance to existing monitors; **Completion Date:** 12-01-2023**Milestone:** Close Contract and Finalize Payment to Vendor; **Completion Date:** 09-30-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:** Hazardous Materials Response Team**Enter the ID of the typed resources from the Resource Type Library Tool:** 4-508-1248

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



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the submission of a grant renewal to the Department of State Health Services (DSHS) Tuberculosis (TB) State Grant Program in the amount of \$39,611.00. **INGALSBE/T.CRUMLEY**

Summary:

The Tuberculosis Prevention and Control (TB) State Funding renewal contract with DSHS is to support the Regional and Local Services/System/Local Public Health Services provided by the Hays County Local Health Department. The funds will be utilized to continue to provide support toward the salary and fringe benefits of the staff involved in this program. There is a 20% match requirement. The total budget is \$39,611.00 resulting in a match of \$6,602.00

Grant number: HHS000486300001

Grant Period: 9/1/2023-8/31/2024

Fiscal Impact:

Amount Requested: \$6,602

Line Item Number: 120-675-99-022]

Budget Office:

Source of Funds: DSHS Grant Funds, Family Health Services Fund

Budget Amendment Required Y/N?: No

Comments: Required match was budgeted during the FY23 budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

ILA Packet

TB State Budget



Inter-Local Application For Tuberculosis Prevention and Control for FY 2024 State Funds

<http://www.dshs.state.tx.us/idcu/disease/tb>

Tuberculosis and Hansen's Disease Branch

Texas Department of State Health Services

Mail Code 1873

P.O. Box 149347

Austin, TX 78714-9347

TABLE OF CONTENTS

- 1. APPLICATION TABLE OF CONTENTS AND CHECKLIST**
- 2. ADMINISTRATIVE INFORMATION (with supplemental documentation attached if required)**
- 3. ORGANIZATION, RESOURCES AND CAPACITY**
- 4. PERFORMANCE MEASURES**
- 5. FY24 Budget Template (Please note that the Face Page and Contacts Form are included on the budget template)**

Inter-Local APPLICATION CHECKLIST

Legal Name of applicant:

This form is provided to ensure that the application is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted.

FORM	DESCRIPTION	Included
A	Face Page completed (Tab included on budget template)	
B	Application Checklist completed and included	
C	Contact Person Information completed (Tab included on budget template)	
D	Administrative Information completed and included (with supplemental documentation attached if required)	
E	Organization, Resources and Capacity included	
F	Performance Measures included	
G	FY24 Budget Template completed and included	

FORM D: ADMINISTRATIVE INFORMATION - ILA

This form provides information regarding identification and contract history on the applicant, executive management, project management, governing board members, and/or principal officers. Respond to each request for information **or provide the required supplemental document behind this form**. If responses require multiple pages, identify the supporting pages/documentation with the applicable request.

Legal Name of Applicant:

Hays County

Identifying Information

The applicant shall complete the following information:

- Names (last, first, middle) and addresses for the officials who are authorized to enter into a contract on behalf of the applicant.

Last Name:	Becerra	Mailing Address (incl. street, city, county, state, & zip):
First Name:	Ruben	111 E. San Antonio St., Ste 300
Middle Name:		San Marcos, TX 78666
Last Name :		Mailing Address (incl. Street, city, county, state, & zip) :
First Name :		
Middle Name :		

Conflict of Interest and Contract History

The applicant shall disclose any existing or potential conflict of interest relative to the performance of the requirements of this Application for Funding. Examples of potential conflicts may include an existing business or personal relationship between the applicant, its principal, or any affiliate or subcontractor, with DSHS, the participating agencies, or any other entity or person involved in any way in any project that is the subject of this Application for Funding. Similarly, any personal or business relationship between the applicant, the principals, or any affiliate or subcontractor, with any employee of DSHS, a participating agency, or their respective suppliers, must be disclosed. Any such relationship that might be perceived or represented as a conflict shall be disclosed. Failure to disclose any such relationship may be cause for contract termination or disqualification of the proposal. If, following a review of this information, it is determined by DSHS that a conflict of interest exists, the applicant may be disqualified from further consideration for the award of a contract.

1. **Does anyone in the applicant organization have an existing or potential conflict of interest relative to the performance of the requirements of this Application for Funding?**

☐ YES NO ☒

If YES, detail any such relationship(s) that might be perceived or represented as a conflict. (Attach no more than one additional page.)

2. **Has any member of applicant's executive management, project management, governing board or principal officers been employed by the State of Texas 24 months prior to the application due date?**

☐ YES NO ☒

If YES, indicate his/her name, social security number, job title, agency employed by, separation date, and reason for separation.

FORM D: ADMINISTRATIVE INFORMATION – ILA - continued

3. Has applicant had a contract with DSHS within the past 24 months?

☒ YES ☐ NO

If YES, indicate the contract number(s):

Contract Number	Grant
HHS001096400019	TB Federal
HHS000771500001	COVID-19 Cooperative Agreement
HHS001057600024	COVID-19 Health Disparities/Community Conversations on Health
HHS001078600001	Public Health Workforce
HHS000104800001	IMM/LOCALS
HHS000812700024	IDCU COVID19 Grant Program
HHS001026700001	RLSS/LPHS

If NO, applicant must be able to demonstrate fiscal solvency. Submit a copy of the organization's most recently audited balance sheet, statement of income and expenses and accompanying financial footnotes DSHS will evaluate the documents that are submitted and may, at its sole discretion, reject the proposal on the grounds of the applicant's financial capability.

4. Is applicant or any member of applicant's executive management, project management, board members or principal officers:

- Delinquent on any state, federal or other debt;
- Affiliated with an organization which is delinquent on any state, federal or other debt; or
- In default on an agreed repayment schedule with any funding organization?

☐ YES ☒ NO

If YES, please explain. (Attach no more than one additional page.)

FORM E: ORGANIZATION, RESOURCES AND CAPACITY
(Organizational Chart)

See attached.

FORM F: PERFORMANCE MEASURES

In the event a contract is awarded, applicant agrees that performance measures will be used to assess, in part, the applicant's effectiveness in providing the services described.

Please refer to the work plan located at the following web link:

<http://www.dshs.texas.gov/idcu/disease/tb/policies/>

Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

All reporting to DSHS shall be completed as described in Section I, "D. Reporting" and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, **due April 1, 2024** a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.



FY24- TB STATE

TB - STATE

Applicant Information

Legal Name of Applicant Agency:

Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail Suite 1045

City: San Marcos, TX

Zip: 78666

Payee Name:

Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1094

City: San Marcos, TX

Zip: 78666

State of Texas Comptroller Vendor ID #

(11

digit + 3 digit mail code):

17460022415002

DUNS # (9 digits required for subrecipient contractors):

09-7494884

Fiscal Year-End Date (MM/DD)

08/31

Type of Entity (Choose one)

City: ☐

Click on appropriate box

County: ☒

Other Political Subdivision: ☐

Nonprofit Organization ☐

Community-Based Organization ☐

Hospital ☐

State Controlled Institution of Higher Learning ☐

Other ☐

Faith Based (Nonprofit Org) ☐

Contract Term:

Start Date: 9/1/2023

End Date: 8/31/2024

State-wide or Counties Served

State-wide or County(ies) Served:

Hays

Amount of Funding Allocated:

\$33,009.00

CONTACT PERSON INFORMATION

Legal Business Name:

This form provides information about the appropriate contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send written/e-mail notification to the Assigned Contract Manager.

Health Director / CEO / Executive Director:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

B-13 Submitter:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

Program Lead Person:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

Contract Lead Person:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

Contract Authorized Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

Additional Contract Authorized Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

FFATA/Assurances Signatory:
Direct Phone: Ext:

Mailing Address (street, city, county, & zip):

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (Match) (5)	Other Funds (6)
A. Personnel	\$16,676	\$16,676			\$0	
B. Fringe Benefits	\$8,624	\$8,624			\$0	
C. Travel	\$0	\$0			\$0	
D. Equipment	\$0	\$0			\$0	
E. Supplies	\$752	\$0			\$752	
F. Contractual	\$5,850	\$0			\$5,850	
G. Other	\$7,709	\$7,709			\$0	
H. Total Direct Costs	\$39,611	\$33,009	\$0	\$0	\$6,602	\$0
I. Indirect Costs	\$0	\$0				
J. Total (Sum of H and I)	\$39,611	\$33,009	\$0	\$0	\$6,602	\$0
				Match Percentage	20.00%	

PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

PERSONNEL							
Name + Functional Title	Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Veronica Cado - Medical Assistant/Admin Assisitant II-E Position #1130-01	N	NCMA TB Nursing Staff, Backup fo Nurse and Conducts Administrative Work.	0.45	RMA	\$3,082	12	\$16,676
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS							\$0
					SalaryWage Total		\$16,676

FRINGE BENEFITS		Itemize the elements of fringe benefits in the space below:		
FICA 6.2% = \$1034 MEDICARE 1.45% = \$242 RETIREMENT 12.16% = \$2028 MEDICAL,DENTAL & LIFE INSURANCE \$11800.44 x .4509% = \$5321				
Total Number of FTEs:	0.45		Fringe Benefit Rate %	51.72%
		Fringe Benefits Total		\$8,624

TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days & Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	\$0
				Airfare	\$0
				Meals	\$0
				Lodging	\$0
				Other Costs	\$0
				Total	\$0
				Mileage	\$0
				Airfare	\$0
				Meals	\$0
				Lodging	\$0
				Other Costs	\$0
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs: \$0

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 3/25/2014

Hays County Health Department

SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item Provide estimated quantity and cost	Purpose & Justification	Total Cost
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

Total Amount Requested for Supplies:

\$0

CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL COST
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:	\$0
---	-----

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Printing	Printing of flyers and other educational material related to the TB Program	\$509
Emocha Software	Annual renewal of Emocha Software for TB Program	\$7,200
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$7,709



AGENDA ITEM REQUEST FORM: **G. 20.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Approve the reappointment of Tom Richey to the Board of Emergency Services District #3 for a two-year term ending December 31, 2024. **SHELL**

Summary



AGENDA ITEM REQUEST FORM: **G. 21.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Approve the appointment of Chase Stapp to the Board of Emergency Services District #3, effective February 1, 2023, for a two-year term ending December 31, 2024. **SHELL**

Summary

Mr. Chase Stapp will replace Sharon O'Brien on the ESD#3 Board.

See attached bio.

Attachments

Bio

Chase Stapp
Professional Bio
January, 2023

Chase Stapp is a San Marcos native with 28 years of Law Enforcement experience and three years of city management experience. Chase was appointed as Chief of Police in August of 2014. Chief Stapp began his career with the Hays County Sheriff's Office in 1989 and served as an Emergency Communications Operator and Corrections Officer. He began employment with the San Marcos Police Department in January of 1992 as a patrol officer.

Stapp served the department as a Field Training Officer, Firearms Instructor, Narcotics Detective, Narcotics Sergeant, Patrol Division Commander, Criminal Investigations Division Commander, and Operations Division Assistant Chief before being appointed as Chief. Chase is a graduate of the San Marcos High School and also graduated from Texas State University with a Bachelor's in Applied Arts and Sciences.

Stapp holds a Master Peace Officer certification from the Texas Commission on Law Enforcement and is also a licensed instructor. In addition to his work at the Police Department, Chief Stapp also serves the community by serving on the TCOLE training advisory board for the Texas School Safety Center, the Texas Municipal League, and as the immediate past board chair for the CAPCOG Law Enforcement Education Committee. Chief Stapp also serves on the Board of Directors for the Children's Advocacy Center at the Hays/Caldwell Women's Center.

Chase was promoted to Director of Public Safety in the San Marcos City Manager's Office in 2019 where he oversees the executive leadership of the Fire Department, the Police Department, the City Marshal's Office, the Neighborhood Enhancement Division, Emergency Management and serves as the liaison the City's Municipal Court.

Stapp is active in several professional organizations including the Texas Police Chiefs Association, the Texas City Management Association, and the International City Management Association.



AGENDA ITEM REQUEST FORM: **G. 22.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Constable Ellen

Sponsor:

Commissioner Smith

Agenda Item

Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 5. **SMITH/ELLEN**

Summary

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389- 81st regular session 89.

Attached: Reports

Attachments

Racial Profile Report

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 5
Reporting Date: 01/25/2023
TCOLE Agency Number: 209105

Chief Administrator: JOHN H. ELLEN

Agency Contact Information:

Phone: (512) 295-3030

Email: john.ellen@co.hays.tx.us

Mailing Address:

PO BOX 236

500 Jack C. Hays Trail

BUDA, TX 78610-0236

This Agency filed a full report

HAYS CO. CONST. PCT. 5 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 5 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 5 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 5 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 5 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 5 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 5 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: John Ellen
Constable

Date: 01/25/2023

Total stops: 2148

Street address or approximate location of the stop

City street	404
US highway	8
County road	1729
State highway	7
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	2
No	2146

Race / Ethnicity

Alaska Native / American Indian	9
Asian / Pacific Islander	11
Black	107
White	1290
Hispanic / Latino	731

Gender

Female	956
Alaska Native / American Indian	3
Asian / Pacific Islander	3
Black	33
White	601
Hispanic / Latino	316
Male	1192
Alaska Native / American Indian	6
Asian / Pacific Islander	8
Black	74
White	689
Hispanic / Latino	415

Reason for stop?

Violation of law	17
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	1
White	6

Hispanic / Latino	9
Preexisting knowledge	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Moving traffic violation	993
Alaska Native / American Indian	5
Asian / Pacific Islander	5
Black	54
White	579
Hispanic / Latino	350
Vehicle traffic violation	1137
Alaska Native / American Indian	4
Asian / Pacific Islander	5
Black	52
White	704
Hispanic / Latino	372
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	2148
Alaska Native / American Indian	9
Asian / Pacific Islander	11
Black	107
White	1290
Hispanic / Latino	731
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	1756

Alaska Native / American Indian	9
Asian / Pacific Islander	8
Black	84
White	1089
Hispanic / Latino	566
Written warning	88
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	6
White	58
Hispanic / Latino	23
Citation	304
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	17
White	143
Hispanic / Latino	142
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	2148
Alaska Native / American Indian	9
Asian / Pacific Islander	11
Black	107
White	1290
Hispanic / Latino	731

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HAYS CO. CONST. PCT. 5

01. Total Traffic Stops:	2148	
02. Location of Stop:		
a. City Street	404	18.81%
b. US Highway	8	0.37%
c. County Road	1729	80.49%
d. State Highway	7	0.33%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	2146	99.91%
b. YES	2	0.09%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	9	0.42%
b. Asian/ Pacific Islander	11	0.51%
c. Black	107	4.98%
d. White	1290	60.06%
e. Hispanic/ Latino	731	34.03%
05. Gender:		
a. Female	956	44.51%
i. Alaska/ Native American/ Indian	3	0.14%
ii. Asian/ Pacific Islander	3	0.14%
iii. Black	33	1.54%
iv. White	601	27.98%
v. Hispanic/ Latino	316	14.71%
b. Male	1192	55.49%
i. Alaska/ Native American/ Indian	6	0.28%
ii. Asian/ Pacific Islander	8	0.37%
iii. Black	74	3.45%
iv. White	689	32.08%
v. Hispanic/ Latino	415	19.32%
06. Reason for Stop:		
a. Violation of Law	17	0.79%
i. Alaska/ Native American/ Indian	1	5.88%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	1	5.88%
iv. White	6	35.29%
v. Hispanic/ Latino	9	52.94%
b. Pre-Existing Knowledge	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Moving Traffic Violation	993	46.23%
i. Alaska/ Native American/ Indian	5	0.50%
ii. Asian/ Pacific Islander	5	0.50%
iii. Black	54	5.44%
iv. White	579	58.31%
v. Hispanic/ Latino	350	35.25%
d. Vehicle Traffic Violation	1137	52.93%
i. Alaska/ Native American/ Indian	4	0.35%
ii. Asian/ Pacific Islander	5	0.44%
iii. Black	52	4.57%
iv. White	704	61.92%
v. Hispanic/ Latino	372	32.72%
07. Was a Search Conducted:		
a. NO	2148	100.00%
i. Alaska/ Native American/ Indian	9	0.42%
ii. Asian/ Pacific Islander	11	0.51%
iii. Black	107	4.98%
iv. White	1290	60.06%
v. Hispanic/ Latino	731	34.03%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

11. Result of Stop:

a. Verbal Warning	1756	81.75%
i. Alaska/ Native American/ Indian	9	0.51%
ii. Asian/ Pacific Islander	8	0.46%
iii. Black	84	4.78%
iv. White	1089	62.02%
v. Hispanic/ Latino	566	32.23%
b. Written Warning	88	4.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	1.14%
iii. Black	6	6.82%
iv. White	58	65.91%
v. Hispanic/ Latino	23	26.14%
c. Citation	304	14.15%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	0.66%
iii. Black	17	5.59%
iv. White	143	47.04%
v. Hispanic/ Latino	142	46.71%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	2148	100.00%
i. Alaska/ Native American/ Indian	9	0.42%
ii. Asian/ Pacific Islander	11	0.51%
iii. Black	107	4.98%
iv. White	1290	60.06%
v. Hispanic/ Latino	731	34.03%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/25/2023



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Vickie Dorsett

Sponsor:

Judge Becerra

Agenda Item:

Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2023 quarterly financial reporting. **BECERRA/DORSETT**

Summary:

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

Fiscal Impact:

Amount Requested: N/A

Line Item Number: Various

Budget Office:

Budget Amendment Required Y/N?: Yes

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Accept donations totaling \$12,067.14 on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

Summary:

The Hays County Child Protective Board has received various donations and grants 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 government 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

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$12,067.14) - Increase Contributions 001-895-98-354.4610

\$12,067.14 - Increase Project Expense 001-895-98-354.5600

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

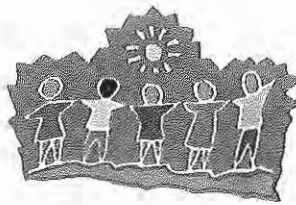
G/L Account Validated Y/N?: Yes, Contributions and Project Contribution Expense

New Revenue Y/N?: Yes, \$12,067.14 in Contributions

Comments: N/A

Attachments

HCCPB Donation List



Hays County Child Protective Board

605 Rogers St.
San Marcos, Texas 78666

Memorandum
January 2, 2023

To: Vickie Dorsett, Budget Director
Hays County Budget Office
111 E. San Antonio St.
San Marcos, TX 78666

From: Mary Cauble, Treasurer *MC*
Hays County Child Protective Board
401 (C) Broadway
San Marcos, TX 78666

Subject: Acceptance of Grant Disbursement and Donations

As a result of a grant from the Blue Bonnet Lions Club and donations from businesses, organizations, and individuals the Hays County Child Protective Board has received the following enclosed checks and submits them to the County for pass through.

- ✓ \$500 Blue Bonnet Lions Club
- ✓ \$500 KT Fence & More, LLC
- ✓ \$3,357.14 Dripping Springs Cookoff Club
- ✓ \$500 Eleanor B. Crook
- ✓ \$5,000 Gerald G. Farr
- ✓ \$500 Mary Fulton
- ✓ \$710 Dylan Garcia, D&V Movers
- ✓ \$500 June & Lamar Hankins
- ✓ \$500 Debra L. Snapp

Please let me know if you have any questions.

Your assistance is always very much appreciated.

*Mary thanks -
Mary*



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item

Authorize the execution of the Pre-Award Project Verification for the Texas Department of Agriculture, Community Block Development Grant for the Cedar Oaks Mesa Waterline Improvement Project. **SHELL/T.CRUMLEY**

Summary

On April 13, 2021, the Hays County Commissioners Court approved the submission of a grant application to the Texas Department of Agriculture, Community Development Block Grant (CDBG) for further improvements to the Cedar Oaks Mesa Waterline Improvement. The pre-award verification must be executed before funds can be accepted.

Previous actions by the Commissioners Court have enabled the County to secure administrative/management and engineering services for both the preparation of the grant application and subsequent implementation of the project. Project funds in the amount of \$350,000 were requested to replace undersized waterlines, valves, provide service reconnections, and provide for engineering and grant administration services. The TxCDBG program requires a 5% match to the grant amount request that will be met through funds provided by the Cedar Oaks Mesa Water Supply Corporation (\$17,500). Attached is the signed resolution from Cedar Oaks Water Supply Corporation committing to the matching funds. Hays County has previously served to sponsor and administer TxCDBG program funding for the Cedar Oaks Mesa Water Supply Corporation

Attachments

COMWSC Resolution

Pre-Award Verification

RESOLUTION

A RESOLUTION OF THE CEDAR OAK MESA WATER SUPPLY CORPORATION BOARD OF DIRECTORS IN HAYS COUNTY, REQUESTING HAYS COUNTY TO APPLY FOR FUNDING AND COMMITTING MATCHING FUNDS FOR A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) PROGRAM, COMMUNITY DEVELOPMENT FUND APPLICATION TO BE SUBMITTED TO THE TEXAS DEPARTMENT OF AGRICULTURE OFFICE OF RURAL AFFAIRS.

WHEREAS, the Cedar Oak Mesa Water Supply Corporation desires to make improvements to the water system that will principally serve persons of low/moderate income;

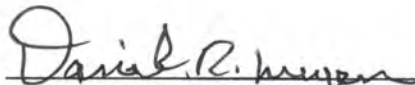
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of Cedar Oak Mesa Water Supply Corporation to request that Hays County apply for funding under the 2021-2022 Texas Community Development Block Grant (TxCDBG) Program, Community Development Fund for water system improvements.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE CEDAR OAK MESA WATER SUPPLY CORPORATION:

1. That Cedar Oak Mesa Water Supply Corporation requests that Hays County apply for funding under the Texas Community Development Block Grant (TxCDBG) Program for the Community Development Fund on behalf of the Water Supply Corporation through Hays County with the Texas Department of Agriculture.
2. That Cedar Oak Mesa Water Supply Corporation dedicates \$17,500.00 in cash to the County for the match for the County's application under the Community Development Fund.
3. The Cedar Oak Mesa Water Supply Corporation will take ownership and maintenance of the water system improvements, once completed.

PASSED AND APPROVED THIS THE 6 day of April, 2021.



President, Board of Directors
Cedar Oak Mesa Water Supply Corporation



Secretary
Cedar Oak Mesa Water Supply Corporation

Exhibit A

Performance Plan and Specific Award Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms of conditions of this Agreement and applicable statutes and regulations.
2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Urgent Needs. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within 30 days of notice or such timeframe as requested by the Department.
3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Cedar Oaks Mesa Area - 03J

Grant Recipient shall address the following local need:

Undersized water lines resulting in compromised system performance and fire protection

Grant Recipient shall complete the following work:

In cooperation with Cedar Oaks Mesa WSC, replace approximately two thousand three hundred twenty-two linear feet (2,322 l.f.) of six-inch (6 in.) water line, fire hydrants, fittings, valves, connections, related service reconnections and pavement repair, and all necessary appurtenances.

Grant Recipient shall perform this work in the following location(s):

River Drive, Edgewater Drive, Campfire Circle, and Longhorn Circle. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 432 persons, of which 304 or 70.3703703704 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all projectrelated administration activities are completed as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the following Project Schedule. Failure to meet any of the below milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Applications, other published guidance, and conditions of this agreement.

Pre-Agreement Cost Begins:	7/15/2022
Grant Contract Period Begins:	7/15/2022
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2023
Group B Forms Required to be Complete:	2/1/2024
Project Recommended to be Complete, including inspections:	10/1/2024
Grant Contract Period Ends:	1/31/2025
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2025

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

Janell Foster

1. Compliance: It is understood and agreed by the parties that performances under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974 as identified in the Authority and Purpose of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this Agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement and shall be binding upon Grant Recipient, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

2. Environmental Review: Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.

3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR 570.486 and this Agreement.

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent visible public area identifying the project as funded by the Department. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR 570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than twelve (12) months after the Agreement start date. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in the Project Schedule above as Group B Forms Required to be Complete.

9. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

Exhibit B**A. Approved Budget**

1. It is understood and agreed that the total amount of funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend funds under this award in accordance with the approved budget specified herein. All Project-related expenses must be reasonable and necessary.
2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.
3. Any amendments to the Project Budget must be approved in writing by both the Department and Grant Recipient.

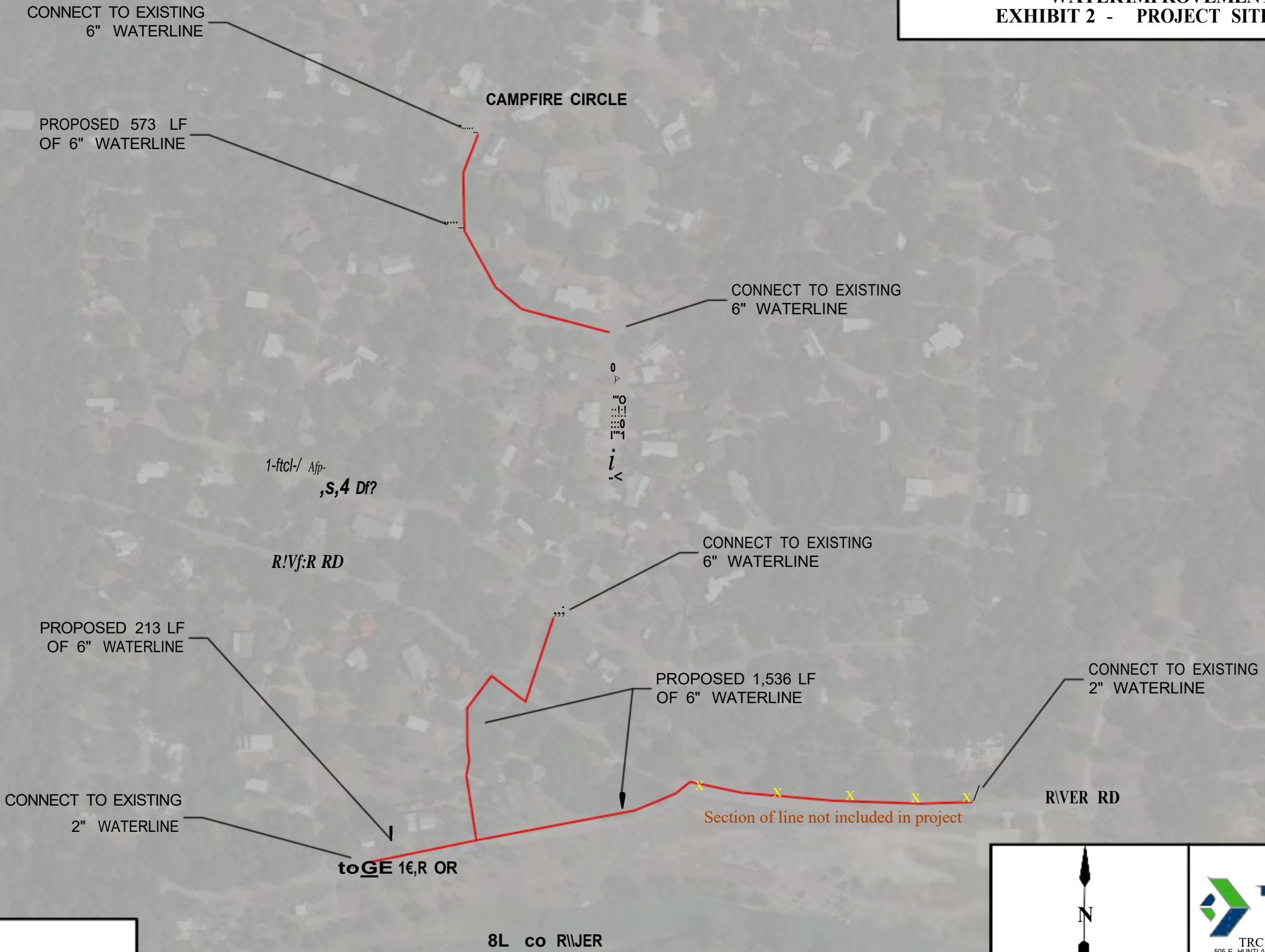
Hud Activity	Recommended Amount	Recommended Match
03J	\$277,500.00	\$0.00
Engineering	\$46,250.00	\$8,750.00
Admin	\$26,250.00	\$8,750.00

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grantee prior to the effective date of the Agreement if incurred after 7/15/2022 12:00:00 AM, and if Grantee complied with all requirements for the release of funds.

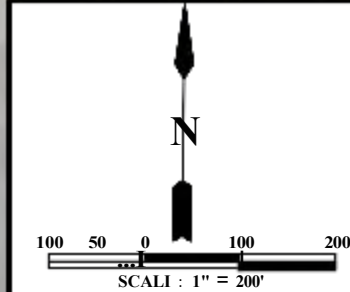
Janell Foster

FIGURE A1

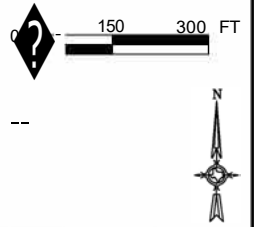


LEGEND

6" WATER LINE IMPROVEMENTS

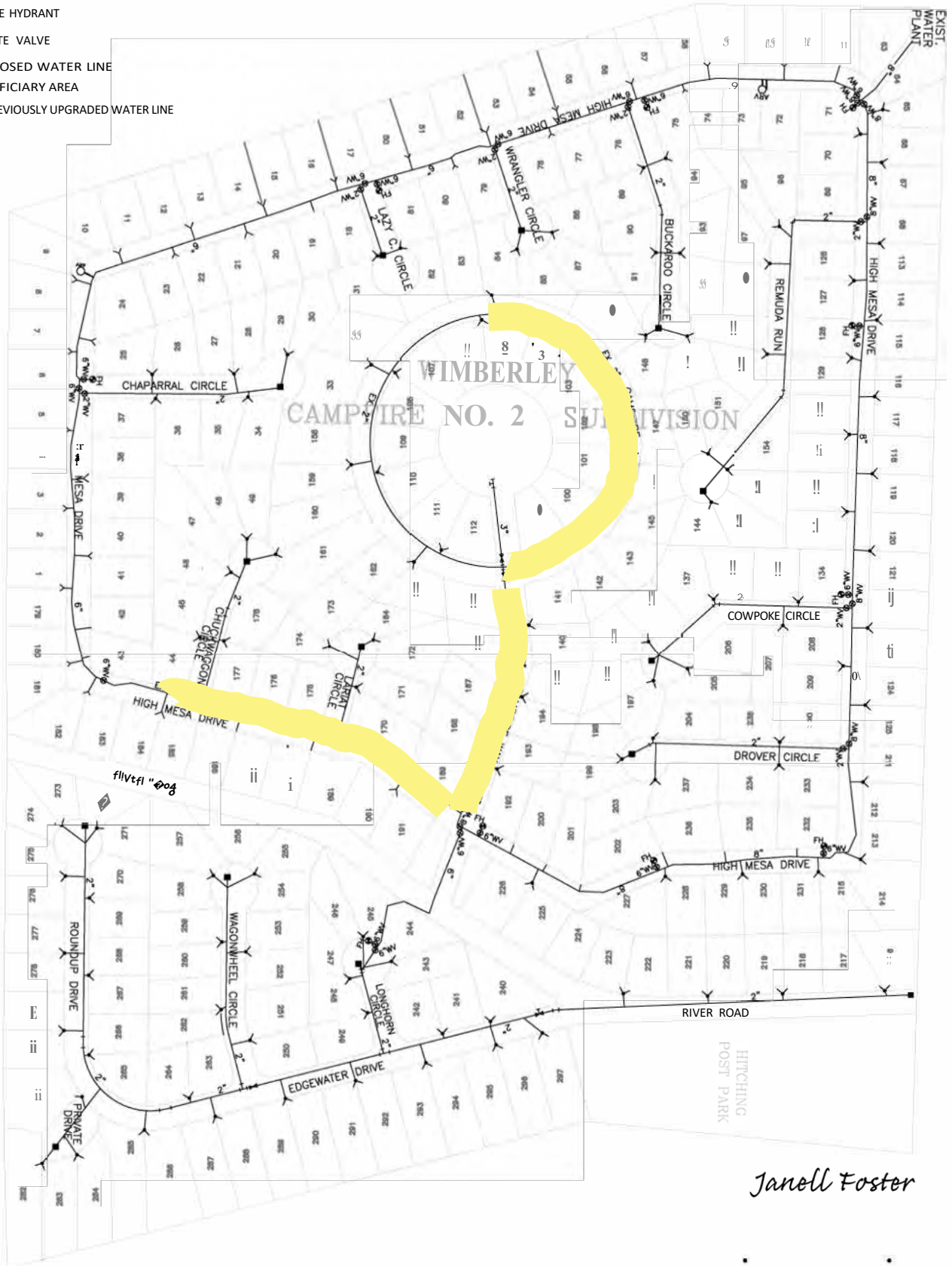


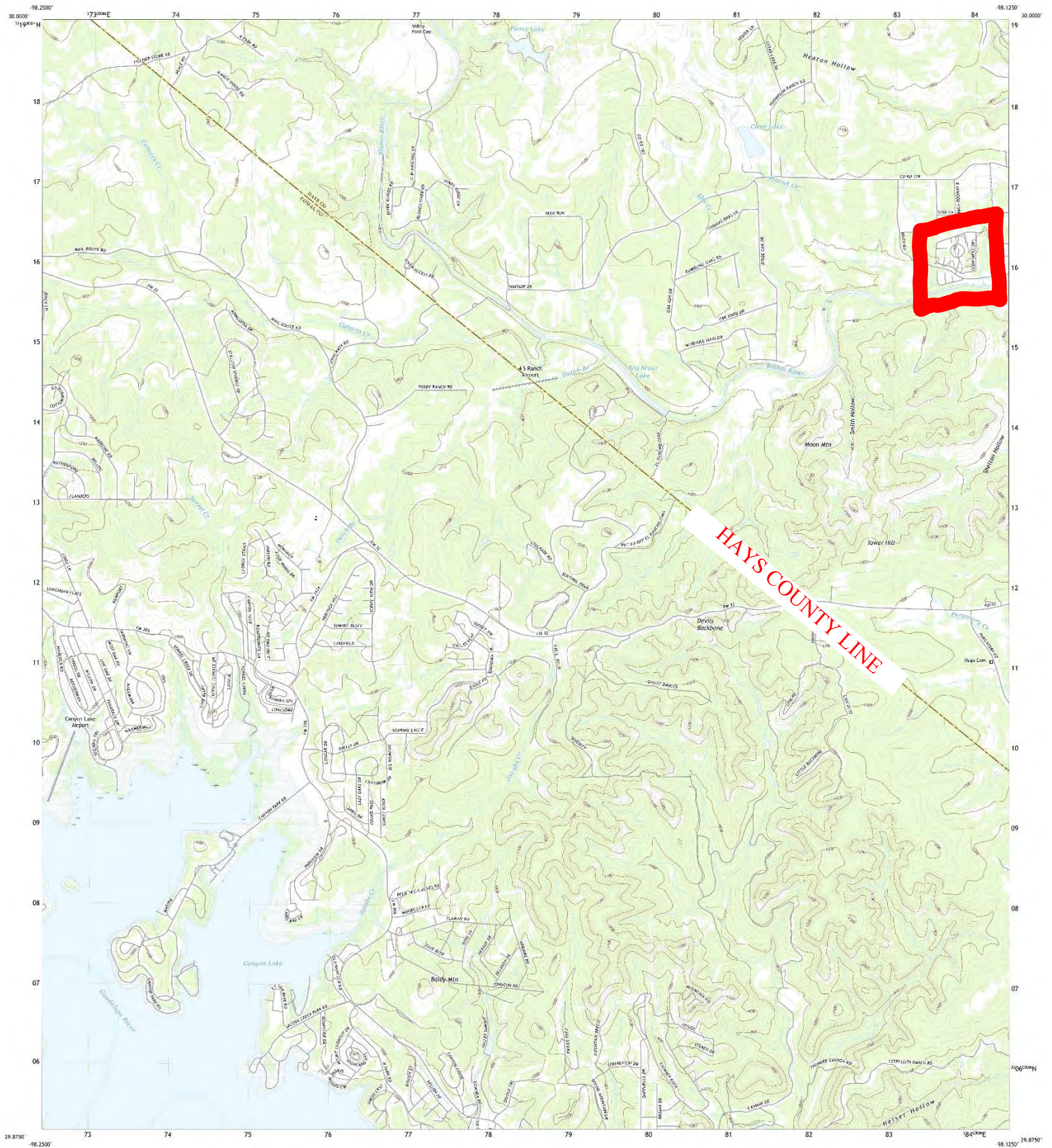
HAYS COUNTY CEDAR OAKS MESA TxCDBG WATER SYSTEM IMPROVEMENT



LEGEND

- SERVICE LINE
- FIRE HYDRANT
- GATE VALVE
- PROPOSED WATER LINE
- BENEFICIARY AREA
- PREVIOUSLY UPGRADED WATER LINE

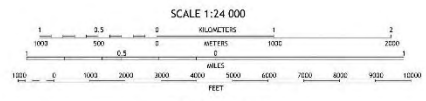




Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84), Projection and
1:250,000 scale, UTM Zone 14N
This map is not a legal document. Boundaries may be
generated for this map scale. Private lands within government
inventories may not be shown. Obtain permission before
entering private lands.

Imagery: U.S. National Map, September 2016, November 2016
Roads: U.S. National Map, September 2016, November 2016
Hydrography: U.S. National Map, September 2016, November 2016
Boundaries: U.S. National Map, September 2016, November 2016
Vegetation: U.S. National Map, September 2016, November 2016



1	2	3	1. Partial
4	5	2. Roadside	2. Roadside
6	7	3. Ditch	3. Ditch
8	9	4. Pipeline	4. Pipeline
10	11	5. Irrigation	5. Irrigation
12	13	6. Sanitary	6. Sanitary
14	15	7. Sewer	7. Sewer
16	17	8. Drain	8. Drain



Exhibit D

Certifications and Assurances - CDBG Grant

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. LEGAL AUTHORITY - Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.

2. AFFIRMATIVELY FURTHER FAIR HOUSING - Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. 3601 et seq.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.

3. ANTI-LOBBYING - Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

4. CHILD SUPPORT PAYMENTS - Grant Recipient represents and warrants that it will included the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

5. CITIZEN PARTICIPATION - Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

6. CLEAN AIR AND WATER POLLUTION CONTROL - Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

7. CONSERVATION - Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et. seq.), related to protecting components or potential components of the national wild and scenic river system.
8. CONTRACT OVERSIGHT - Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS - Grant Recipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.
10. CYBERSECURITY TRAINING (Local Government System) - Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
11. DEBARMENT AND SUSPENSION - Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.
12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW - Grant Recipient represents and warrants its compliance with 2 CFR 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.
13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS - Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
14. DISCRIMINATION PROHIBITED - In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.
15. DISPLACED PERSONS - Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§4601 - 4655) and implementing regulations at 49CFR Part 24 and 42 Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION - The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

17. DRUG-FREE WORKPLACE - Grant Recipient represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS - Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order 11738.

19. 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," 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." Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b).

20. EXCESSIVE FORCE - It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES - Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

22. FAIR LABOR STANDARDS - Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§ 201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY - Grant Recipient represents and warrants that it will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE - Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C § 4001 et seq), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. HISTORIC PRESERVATION - Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470f), Executive Order 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC §§ 312501 - 312508).

26. LEAD-BASED PAINT - Grant Recipient represents and warrants that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION - Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

28. OPEN MEETINGS - If Grant Recipient is a governmental entity, Grant Recipient represents and warrants that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY - Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. § 1501 et seq.).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT - Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

31. SECTION 3 - Grant Recipient certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS - Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item

Approve specifications for RFP 2023-P04 Countywide Electrical and authorize Purchasing to solicit for proposals and advertise. **BECERRA/T.CRUMLEY**

Summary

Hays County (County) is seeking well-qualified, experienced and licensed electrical contractor(s) to provide comprehensive electrical services countywide on an as needed basis.

Attachments

RFP 2023-P04 Countywide Electrical
Attachment A - Fee Schedule



SOLICITATION, OFFER AND AWARD

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

Solicitation No.:
RFP 2023-P04 Countywide Electrical

Date Issued: February 2, 2023

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 February 23, 2023.

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 February 15, 2023.

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

Entity Name:
Mailing Address:

Respondent's Authorized Representative

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. Attachment A: Cost Proposal
- ___ 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 2023-P04
Countywide Electrical
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:
February 23, 2023; 11:00 a.m. Central Time (CT)
- 6. Pre-Proposal Meeting:** **Non-Mandatory Pre-Proposal Conference:**
February 8, 2023 @ 10:00 AM (CT)
712 S. Stagecoach Trail, Ste, 1071
San Marcos, TX 78666
- 7. Initial Contract Term:** April 2023 – March 2024
- 8. Optional Contract Terms:** Four (4), one (1) year renewal options
- 9. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 10. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than February 15, 2023; 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.

11. 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.

12. Contact with County Staff:

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

Anticipated Schedule of Events

February 2, 2023	Issuance of RFP
February 8, 2023	Pre-Proposal Conference (10:00 AM CT)
February 15, 2023	Deadline for Submission of Questions (5:00 PM CT)
February 23, 2023	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
April 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking well-qualified, experienced and licensed electrical contractor(s) to provide comprehensive electrical services countywide on an as needed basis. Electrical Services will be required for multiple locations within the county, as requested by the Hays County representative. Hays County does not guarantee any minimum or maximum amount or projects to any vendor(s) awarded under this contract. Hays County reserves the right to enter into multiple contracts with the selected vendor(s) under this RFP.

B. Scope of Work

Contractor must have one (1) Licensed Electrician on staff for all jobs. Contractor must furnish, as needed the labor, hand tools, general-purpose test instruments, materials, supervision, transportation/travel, construction equipment, machinery, tools, fuel and equipment necessary to complete all electrical work at the multiple facilities and locations within Hays County. The selected Contractor(s) must provide hourly rates for labor, on an "as needed" and/or "on call" basis, for providing repairs, maintenance, and replacement (new) electrical services throughout Hays County. Please refer to the Scope of Services below. The awarded Contractor(s) shall be able to provide services available to the County on a 24-hour 7 day per week basis.

Scope of work may include, but not limited to, repairing, replacing or providing new electrical services for any of the types of work listed below:

- Troubleshoot and correct problems in electrical systems of any size and voltage both indoors and outdoors
- Small to large electrical projects (which includes both above ground and underground services)
- Various types of fans, lights, transformers, electric motors, generators, card readers, controllers, GFI, circuit breakers, automatic doors, photocells, circuitry upgrades, voice and data systems, Fiber Optic cabling, RF transceivers and camera systems, network cabling solutions, resetting timers for irrigation, lighting, A/C and elevator systems, panel boards, fire alarm panels, fueling systems, motion sensors
- Conduit, circuits, main and sub-panels, switches and switch gear
- Pulling wires
- Repair or replacement of underground feeders; various wire sizes and voltages
- Upgrade power to various locations
- Install new power drops – various sizes and phases
- Provide maintenance on light pole lamps, alignment of bracket and support bracing and realignment of light fixtures
- Pole/post lighting, parking lot and all associated electrical devices
- Parking lot and all associated electrical devices
- Holiday lighting and any other related electrical services as determined by the County
- Unshielded copper cabling installation and testing for Category 5E and Category 6 cables
- Fiber optic cable installation, termination, splicing and testing for multimode fiber optic systems

1. Contractor Responsibility:

- The awarded contractor(s) must provide at their own expense, all equipment, materials, supplies, tools, etc. necessary to perform the required services.
- The contractor shall, prior to commencing work, thoroughly examine and become familiar with the area(s) and associated facilities to ensure the service can be completed in an

orderly, safe manner. In addition, the contractor shall always maintain a safe work environment. The technician shall report immediately to the County Supervisor or his designee the existence of unsafe condition(s) which will compromise the performance of service. Safety will be the sole responsibility of the contractor. The contractor shall take all necessary precautions for the safety of the County's and contractor's employees and the general public and shall always erect and properly maintain all necessary facility safeguards for the protection of the contractor's employees and the general public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

- Payment Bond will be required by the Respondent for any individual project associated with the Contract in which the project may exceed twenty-five thousand dollars (\$25,000). Projects exceeding one hundred thousand dollars (\$100,000) will require a Performance Bond, in addition to the Payment Bond per Government Code 2253.
- The County restrooms shall not be used for washing tools and equipment or disposing of any debris or residue into sinks, commodes or trash containers.
- If the awarded contractor(s) fails to properly clean up in a timely manner, the County reserves the right to employ another firm to complete the cleanup and charge the cost thereof to the Contractor(s).
- Work performed must comply with all applicable OSHA standards.
- Work areas shall be clearly marked, and contractor shall provide signs, markers, and barricades as required to identify and minimize any dangers or hazards.
- All accumulated debris, scrap materials, or defective parts removed in the performance of the service shall be disposed of in strict compliance with all applicable environmental rules, regulations, codes, ordinances, and laws.
- Should the Awarded Contractor(s)'s business name change, or should the Awarded Contractor's business be sold, transferred to or assumed by a second party, written notification of the change shall be provided to the County, by the Awarded Contractor, no later than 30-days from the date of change. Failure to provide notification of the aforementioned change(s), within 30-days of the change, may be grounds for contract cancellation without further cause.
- The National Electrical Code, all local codes, and Owner's Standards shall govern for all electrical equipment and construction work. Contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County, within 48 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 48 hours to correct defect, the County shall retain the right to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the County. Payments in full or otherwise do not constitute a waiver of this guarantee.
- The Contractor will be responsible for locating all existing underground utility services. The Contractor is responsible for contacting proper authorities before any excavation or penetration of the earth. Should damage occur due to negligence on the part of the Contractor, it is the contractor's responsibility to see that items are restored and repaired in a manner acceptable to the County.

2. Employees:

- The Awarded Contractor(s) shall enforce strict discipline and good order among his workforce. The Awarded Contractor(s) is responsible for all behavior and activities of all its employees at all times during the performance of any work under this Contract.
- The Awarded Contractor(s) shall implement and enforce a safety program for his workforce assigned to any projects throughout Hays County.
- All employees assigned by the Contractor to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Contractor's responsibility to ensure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade.
- The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.
- It is the Contractor's responsibility to ensure that all employees are legal to work in the United States in accordance with Immigration policies.
- The Awarded Contractor(s)'s workforce shall be identified as the Awarded Contractor(s)'s employee by either wearing company labeled apparel and/or visible identification badges. Contractor employees may be required to show an ID when entering secured locations throughout Hays County.
- The Awarded Contractor(s) shall use only licensed, trained, and experienced workforce to perform services on Hays County property. Licensee must be on site at all times performing such work.
- The Awarded Contractor(s) shall have Electricians on staff that possesses a Master and/or a Journeyman licenses. All Apprentice Electricians shall have an Apprentice card. The licenses and apprentice cards must be issued by the State of Texas.
- If any Hays County equipment, property, or supplies are lost or damaged due to the fault or negligence of the Respondent, the Respondent's agents or workforce during the performance of work, the Awarded Contractor(s) shall be responsible for the loss. The County reserves the right to require the Awarded Contractor(s) to replace the damaged property or reimburse the County for the Full Value.
- The County reserves the right to request removal of any of the Awarded Contractor(s)'s servicing personnel that the County has deemed to be unsatisfactory. The County is not obligated to provide the reasons for requesting the removal of any of the Awarded Contractor(s)'s personnel.

3. Repair Service:

- Service technicians are to report to the County representative to check in prior to any service. After obtaining the necessary instructions and building access, the technicians shall proceed to the work site.
- Service technician shall inspect the work site and report findings to County representative. No work shall commence until approval has been given by the County Representative.
- Hays County only pays for time on job site. Service technicians must check in prior to work starting and must check out when done.
- At the completion of each repair service, the Contractor shall provide a report of the Electrical Repair service to the County Supervisor or his designee. Any findings shall be described, along with a list of materials replaced, and total hours of labor.
- At the sole discretion of the County, material may be provided to complete scope of repair work. In addition, the County shall reserve the right to bid outside of the contract when any repair service is over \$10,000.

4. Proposals for Repair Work:

- Repair proposals shall include an itemized list of materials, costs of materials, mark-up percent, labor rates and hours, equipment rental, miscellaneous service, reference location of repair and/or description, County building location of repair, and Job number (if available). Contractor(s) shall also include the appropriate hours and number of Master Electrician/Journeyman/Apprentice/Supervisor/Project Manager.
- In the event of an emergency, a formal written proposal may be waived, however Contractor shall not commence work until explicitly given approval from the County Supervisor or his designee.

5. New Installations:

- Any new installation(s) of electrical shall be biddable at the sole discretion of the County. No guarantee is given to Contractor awarded specific route where installation will occur.

6. Warranty:

- Warranty on all parts and labor shall be provided at a minimum of 12 months. Parts provided by the County shall not be included under the 12-month warranty.
- The awarded contractor(s) will transfer any warrantied to the County for any equipment and materials furnished and installed which have a manufactures or factory warranty period greater than one (1) year.

7. On Call/Emergency Services:

- Contractor shall be accessible by a toll-free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time.
- The Contractor shall provide on call services within 24 hours after County's notification of non- critical/ non-emergency repair service requests.
- In an event of a system failure deemed by the County as an emergency, the Contractor shall physically arrive to the County site within three (3) hours of County notification. See the table below for Service Call Classifications and approved response and completion times.
- At the discretion of the County, a separate Contractor can be contacted to respond in critical emergency events should the Contractor not respond in initial contact.

Service Call Classification	Response/Completion
Emergency	Vendor shall respond within 30 minutes of notification and work to completion or contain the emergency. (Work to be completed within 2 calendar days)
Hot/Cold	Vendor shall respond within 30 minutes and alleviate the discomfort. (Work to be completed within 2 business days)

Urgent	Vendor shall respond within 2 hours of notification during normal work hours. (Work to be completed within 3 business days)
Routine	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)
Utility Services	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)

8. Equipment Inspection:

- An initial full equipment inspection will be available to the awarded contractor(s) by site and within a timeframe that will be designated by the County's Authorized Representatives, if they so desire.
- The vendor shall have visited the facilities and shall have inspected all equipment, to be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate, to fully understand any difficulties and restrictions involved, while attending to the execution of the work with minimal disruption to the operations of the facility.

9. Electrical System Failures:

- Should any offices or buildings be out of service for more than one (1) hour due to non-availability of part, or extended time is needed for a repair, the awarded contractor(s) shall immediately notify the County Representative who assigned the work and inform him/her of the situation and provide an estimated time for completion. Contractor(s) shall make recommendations to restore service temporarily to minimize impact to the Hays County Offices/Buildings. The contractor shall make every effort to expedite the service and minimize the disruption to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of electrical functionality.

10. Stoppage of Work:

The County reserves the right to stop work on any project if, in the opinion of the County Supervisor or his designee:

- Materials or work are not in conformance with the OEM specifications, applicable codes, standards, County specifications and/or accepted practices.
- The contractor's activities result in damage to County property.
- The contractor's activity adversely interferes with the normal operation of the facility.
- Contractor's personnel are not properly licensed to perform the work or as it pertains to county facilities the contractor's personnel have not received their security background clearances.
- Any other condition, situation, or circumstance which, in the opinion of the County's Authorized Representatives or Inspector, would be a detriment to the best interests of the County if allowed to persist.

11. Inspection of Work:

- The County reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by the County will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection of the air conditioning system may be conducted to ensure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by the County to ensure the correction to include, but not limited to, additional inspections, repairs and meetings.

12. Parts:

- All materials supplied to the County shall be industrial and/or commercial grade materials, whichever is better quality, in accordance with the standard of the industry.
- The Respondent is required to provide all of the equipment and materials needed to complete the work unless the items are explicitly deleted by the specific project scope. Any equipment or material given to the Respondent will be the responsibility of the Respondent once it is physically accepted by the Respondent until the work has been accepted by the County's Representative or the unused items returned in good condition according to the terms in the specific job scope. The Respondent will take possession of the material in accordance with the terms in the specific job scope. Upon agreement the County may provide an indoor or outdoor staging area however, the Respondent will be responsible for anything stored in that area including safeguarding against all types of loss. Materials furnished by the County and not used on the job shall be returned to County's stock for credit to job.
- The Respondent shall have sufficient storage space available for materials and equipment if his office and principal place of business is located greater than fifty (50) miles from the County. The Respondent shall furnish the location of any auxiliary location being used to satisfy this requirement.

C. Qualifications

Hays County is seeking qualified Electrical Contractors with the following minimum qualifications:

- Contractor shall have at least five (5) years of similar electrical experience and shall submit with their proposal a list of at least three (3) customer references with similar scope of services.
- All electrical services will be provided and shall use only experienced, trained, and licensed Master and/or Journeyman Licenses. All apprentice Electricians shall have an Apprentice card. The licenses and apprentice cards must be issued by the State of Texas.
- The Contractor shall operate their business as an Electrical Contractor with a current and valid Texas Electrical Contractor License and a Master Electrician license issued by Texas State Board of Electrical Examiners. If the Electrical Contractor is not licensed as a Master Electrician, the Electrical Contractor may employ an individual who has a valid and current master license assigned to the company, throughout the term of the contract.
- Contractor must obtain approval from the designated County Representative for service requiring more than one licensed electrician. The County will not pay for additional electricians without prior written approval by the designated County Representative.

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.

RESPONSIBILITY: 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 not exceed twenty (20) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Items that count towards the 20-page limit

- **Profile/Experience of the Organization**
 - 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 five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) 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.

- 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.
 - Quality Assurance Plan
 - Implementation Schedule
- **Cost Proposal**
 - Attachment A: Cost Proposal
- **Quality Assurance & Control Plan**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed twenty (20) pages, fifteen (15) pages front and back, not including the appendix materials.

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. **Experience of the Company** **30 points**
Respondents Qualifications and References. Company history with biographies and/or resumes for principal contacts, and company certifications. References and recommendations from current or former clients.
2. **Pricing** **30 points**
The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the organization providing the best value, cost and other factors considered.
3. **Capacity to Perform** **40 points**
Proposed methodology of delivering goods or services, the extent to which the methodology meets the County's needs, quality of goods and services proposed, and Respondent's ability to provide the good and/or services.

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal

Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

Hays County reserves the right to award to multiple contractors and to designate contractors in terms of primary service providers and standby service providers.

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 PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing 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 V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that is has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of “best value”. Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

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

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent’s Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual’s sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual’s risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;

2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

H. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

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

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

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

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right 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:

Business Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00

Commercial General Liability (Including Contractual Liability):

Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$ 100,000.00
Medical Expenses	\$ 10,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00

Excess Liability:

Umbrella Form	Not Required
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Labor Liability:

Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	\$1,000,000.00
Employers Liability – Each Employee	\$1,000,000.00
Employers Liability – Policy Limit	\$1,000,000.00

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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 For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <div style="margin-top: 20px;"> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p>		
<p>_____ Signature of vendor doing business with the governmental entity</p>		<p>_____ Date</p>

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 of 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 (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.

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 grandparent	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.

RFP 2023-P04 Countywide Electrical

Attachment A: Fee Schedule

- Prior to beginning any repair or replacement, the contractor will troubleshoot the system to diagnose the system's problems. The County shall not incur any extra charge for this service.
- An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.
- Hays County will only be billed for actual hours on the job. The contractors will be required to check in when they arrive to the job site and will be required to check out when completed.
- Mark up on parts and materials shall include the contractors time, labor and travel to obtain the necessary parts for repairs and replacements.

Hourly Charges: Below includes a breakdown of hourly rates.

Licensed MASTER Electrician:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Licensed JOURNEYMAN Electrician:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Licensed APPRENTICE Electrician:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Supervisor/FOREMAN:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Project Manager:

Monday through Friday - Regular Hours	\$ _____ /hour
After-Scheduled Working Hours	\$ _____ /hour
Weekends	\$ _____ /hour
Holidays	\$ _____ /hour

Parts: Contractor’s Percentage of Mark-up from Contractor’s Cost: Please indicate as a Percentage. The County reserves the right to conduct random audits on the pricing submitted.

_____ %

Other Charges: All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
	\$
	\$
	\$
	\$

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

Company Name: _____

Printed Name: _____

Signature: _____

Email Address: _____

Phone: _____



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a Contract Amendment with Parabellum Research pursuant to IFB 2022-B01 Duty & Training Ammunition, adding two additional items to the contract. **INGALSBE/CUTLER**

Summary:

On December 21, 2022, the Commissioners Court approved a contract with Parabellum Research for providing training ammunition as a result of IFB 2022-B01 Duty & Training Ammunition.

The Hays County Sheriff's Office is requesting a contract amendment to add the following two items to the contract.

9mm Luger 100gr Frangible Value Line Box: 100 rounds @ \$36.10

223 Remington 45gr Frangible Value Line Box: 100 Rounds @ 48.00

Fiscal Impact:

Amount Requested: Per bid tab

Line Item Number: 001-618-00.5206

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, Invitation For Bid 2022-B01 Duty & Training Ammunition

G/L Account Validated Y/N?: Yes, Law Enforcement Supplies

New Revenue Y/N?: N/A

Comments:

Attachments

Amendment 1 to Contract IFB 2022-B01

**First Amendment to the
Contract for Duty and Training Ammunition
(IFB 2022-B01 Duty & Training Ammunition)**

1. This First Amendment to the Duty and Training Ammunition Contract (the "First Amendment"), attached as *Exhibit "A"* and executed December 20, 2022 (the "Agreement"), is made this 31st day of January 2023, by and between **Hays County, Texas ("Client")** and **Parabellum Research ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. The following training ammunition shall be added to the contract:

- 9mm Luger 100gr Frangible Value Line Box: 100 rounds @ \$36.10
- 223 Remington 45gr Frangible Value Line Box: 100 Rounds @ 48.00

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

PARABELLUM RESEARCH

By: Anthony C Mowry

Printed Name: Anthony Mowry

Title: CEO

Dated: 01/26/2023

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

ATTEST: _____
Elaine Cardenas, Hays County Clerk



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Rifle Resistant Body Armor Grant program in the amount of \$23,034.40. **INGALSBE/T.CRUMLEY**

Summary

The overall target for this approach is to allow the Hays County Sheriffs Office to acquire specific rifle resistant vests. The county will follow all purchasing policies and guarantee that the deputies who will acquire a grant funded shield will have completed the required training that is being asked for in the grant guidelines. Upon receiving the grant funded shield the Sheriff's Office will maintain properly cleaning and tracking of the equipment so that it guaranteed this piece of equipment is only available to the awarded recipients.

Grant/App: 4789701 Start Date: 1/25/2023

Attachments

Resolution

Application



Resolution

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, The Hays County Commissioners' Court finds it in the best interest of the citizens of Hays County, that the Hays County Rifle Resistant Body Armor Grant project be operated in the 2024 year; and

WHEREAS, The Hays County Commissioners' Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division Program, and

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

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

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court approves the submission of the grant application for the Hays County Rifle Resistant Body Armor Grant to the Office of the Governor.

ADOPTED THIS THE 31st DAY of JANUARY, 2023

Ruben Becerra
Hays County Judge

Grant Number: 3529706

ATTEST:

Elaine Cardenas
Hays County Clerk

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4789701 **Start Date:** 1/25/2023 **End Date:** 2/9/2023**Project Title:** Hays County Sheriffs Office Rifle Resistant Shield Grant**Status:** Application Pending Submission

Project Activities Information

Introduction

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

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	The equipment that is being sought is Rifle resistant body vest. The vests will be worn daily by the Hays County Sheriffs that are assigned to high level incidents. The vests will be cleaned and maintained daily to make sure the vest has no leaks or tears that will potentially not give the deputy the full protection that is being needed protect the body.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
-------------------	--------------	--------------------------

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

[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4789701 **Start Date:** 1/25/2023 **End Date:** 2/9/2023**Project Title:** Hays County Sheriffs Office Rifle Resistant Shield Grant**Status:** Application Pending Submission**Budget Details Information****Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Bulletproof Vest	SHETA-SBTBANELTBK CARRIER SHELLBACK TACTIVAL BANSEE ELITE 2.0 PLATE BLACK X 10 @ 234.48 EACH.	\$2,344.80	\$0.00	\$0.00	\$0.00	\$2,344.80	10
Equipment	Bulletproof Vest	SHETA-SBTLONIIIPBK 1.0 SB TACT PREV III 10X12 SHOOTER CUT X 80 @ 258.62 EACH	\$20,689.60	\$0.00	\$0.00	\$0.00	\$20,689.60	80

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

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4789701 **Start Date:** 1/25/2023 **End Date:** 2/9/2023**Project Title:** Hays County Sheriffs Office Rifle Resistant Shield Grant**Status:** Application Pending Submission

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☐ No
☒ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

0

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☐ Yes

☒ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

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

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4789701 **Start Date:** 1/25/2023 **End Date:** 2/9/2023**Project Title:** Hays County Sheriffs Office Rifle Resistant Shield Grant**Status:** Application Pending Submission**Measures Information**

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/ operators equipped	80
Equipment or technology: Organizations directly using	1
Number of bullet resistant vests purchased with grant funds.	80

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

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

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4789701 **Start Date:** 1/25/2023 **End Date:** 2/9/2023**Project Title:** Hays County Sheriffs Office Rifle Resistant Shield Grant**Status:** Application Pending Submission

Narrative Information

Introduction

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

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

Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency.

Traffic or Highway Patrol - officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses

Current total number of officers:

146

Reserve Officers - all other reserve officers

Current total number of officers:

10

Certifications

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

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Required Agency Policies

Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "[A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers](#)" for more information.

NIJ Body Armor Standards

Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Personally Fitted Vest Requirement

Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

1. Correctly-sized panels and carrier, determined through appropriate measurement;
2. Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The Personal Armor Fit Assessment [checklist](#), is excerpted from ASTM E3003.

Cybersecurity Training Requirement

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

Criminal History Reporting and Federal Laws, Programs and Procedures

Entities receiving funds from PSO must be, located in a county that has an average of 90% or above, on both adult and juvenile dispositions entered into the computerized criminal history database, maintained by the Texas Department of Public Safety (DPS) and directed by the Texas Code of Criminal Procedure, Chapter 66. The display DPS of all information requested as defined as the percentage of arrests charges a county reports detail such information in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1220(a), § 1226(b), § 1251(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Uniform Crime Reporting (UCR)

Eligible applicant agencies operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 LGC in the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full bi-monthly submission of accurate data to DPS for the most recent calendar year by the deadline established by DPS. Due to the importance of timely reporting, applicants are required to submit grant period, whichever is later.

Eligible applicants must update UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

Enter the Name of the Civil Rights Liaison:
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](https://www.dps.texas.gov/sexual-assault-evidence-tracking) for more information or to set up an account to begin participating.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

This proposed project is to equip Hays County Deputy Sheriffs that will be involved with daily traffic stops, hostage situations, high level threats that endanger citizens of the county. The proposed project will involve the use of Rifle resistant vests that can be used in a critical incident responding to an active shooter situation. This project will provide a total of xxxx rifle resistant vests for our Hays County Deputy Sheriffs.

Problem Statement :

Texas ranks among the states with the highest number of school gun violence incidents. Nationwide, there has been a hike in school violence that involve the use of guns happening from elementary to high school. In 2022, there were at least 176 incidents of gunfire on school grounds, resulting in 57 deaths and 148 injuries nationally according to Everytown. Hays County has a substantial School Resource Officer program; however, the deputy sheriffs need to be well equipped and prepared in order to perform at the best of their abilities.

Supporting Data :

The Hays County Sheriffs Offices need to be properly prepared to protect faculty, staff, students, and citizens in a high critical incident. Critical incidents can occur at any point in time, having the most proficient equipment for the deputy sheriffs is supremely important. This piece of specific equipment may save the deputies lives during an incident that involves a potential firearm engagement.

Project Approach & Activities:

The overall target for this approach is to empower the Hays County Sheriffs Office to acquire the specific rifle resistant vests. The county will obey all purchasing policies and guarantee that the deputies who will acquire a grant funded shield will have completed the required training that is being asked for in the grant guidelines. Upon receiving the grant funded shield the Sheriffs Office will maintain properly cleaning and tracking of the equipment so that it guaranteed this piece of equipment is only available to the awarded recipients.

Capacity & Capabilities:

The Hays County Sheriffs office currently is being present around all ISD campuses in the county. Deputies have been trained in ALERRT Level I Active Shooter response designed to prepare the first responder to isolate, distract, and neutralize an active shooter. Active Attack Integrated Response Train-the-Trainer Course (AAIR) designed to improve integration between law enforcement, fire, telecommunicator and emergency medical services in active shooter events. The specific training gives the Sheriffs office capabilities that will help to asses and support active shooter response with multiple agencies to stop a hostage or high level threat incident that

Performance Management :

The overall goal for this proposal is to allow the Hays County Sheriffs Office to purchase the specified Rifle Resistant Vests. The County will follow all purchasing policies and ensure that the officers who receive a grant funded shield have completed the required training listed in the grant announcement. After shields are received, the Sheriffs Office will store and track the equipment.

Target Group :

The purchase of the rifle resistant vests will allow officers to better serve all ISD students and faculty from critical incidents. Protecting the students and school faculty/staff is the main priority of the officers when it comes to school threats. In addition to the ISD campuses, being equipped with these vests will also be beneficial to the sheriffs when being called upon a high level threat that is endangering the public. Additionally, this system may also be useful to patrol officers when forming a quick reaction team in response to armed barricaded subject incidents, and or developing/active hostage situations. The purchase of the proposed vests will provide the officers with necessary equipment that normal standardized bullet resistant vests cannot.

Evidence-Based Practices:

By being provided the Rifle Resistant Vests for the Hays County Sheriffs Office this will comfort and protect the deputies while being involved in a

high level event that involves the use of a rifle styled weapon. The vests are able to withstand 5.56, 7.62, .30-06 rounds that are mainly used in heavy powered rifles. In addition to being provided the vests this will greater the chance that the deputies will neutralize the threat during a critical incident.

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



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item:

Approve specifications for IFB 2023-B03 Robert S Light Boulevard and authorize Purchasing to advertise and solicit for bids. **COHEN/BORCHERDING**

Summary:

Hays County (County) issues this Invitation for Bid (IFB) to solicit bids to secure a contractor to perform all work laid out in the technical specifications of IFB 2023-B03 Robert S Light Boulevard project manual and supporting documents.

Fiscal Impact:

Amount Requested: TBD

Line Item Number: 020-710-00.5448_010

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: Budget may need to be adjusted once bids are received for this project.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Invitation For Bid 2023-B03 Robert S Light Boulevard

G/L Account Validated Y/N?:

New Revenue Y/N?: N/A

Comments:

Attachments

IFB 2023-B03 Project Manual

Attachment A - Construction Plans



HAYS COUNTY
PROJECT CONSTRUCTION MANUAL
FOR
ROBERT S LIGHT BLVD

Bid No. IFB 2023-B03

Bid Date: March 02, 2023
Bid Time: 3:00 PM

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

January 2023



1/25/2023

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Attachment A – Plan Drawings	(Bound Separately)

Appendices

- Appendix A – Quality Assurance Program for Construction Projects
- Appendix B – Guide Schedule of Sampling and Testing
- Appendix C – AASHTO Accredited Laboratories

SECTION 1
IFB SUBMITTAL CHECKLIST

IFB Submittal Checklist

This checklist is provided for convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

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

- ____ 1. Completed Bid Form
- ____ 2. Completed Schedule of Rates and Prices
- ____ 3. Vendor References Completed
- ____ 4. Bid Bond for 5% of total bid amount

Required Forms by Hays County:

- ____ 1. Conflict of Interest Questionnaire Completed and Signed
- ____ 2. Certificate of Interested Parties – Form 1295 filed online with the Texas Ethics Commission and Signed
- ____ 3. Code of Ethics for Hays County Signed
- ____ 4. Hays County Practices Related to Historically Underutilized Businesses Signed
- ____ 5. Hays County House Bill 89 Verification Signed and Notarized
- ____ 6. Hays County Purchasing Department Senate Bill 252 Certification Signed
- ____ 7. Vendor/Bidder's Affirmation Completed and Signed
- ____ 8. Related Party Disclosure Form Completed and Signed
- ____ 9. Debarment & Licensing Certification Signed and Notarized
- ____ 10. Federal Affirmations and Solicitation Acceptance Signed
- ____ 11. System for Award Management (www.SAM.gov) Entity Registration Page
- ____ 12. Any addenda applicable to this solicitation

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

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

The hard copy is due no later than 24 hours after the deadline for submission of bids.

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:

Robert S Light Blvd, IFB 2023-B03

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, MARCH 02, 2023 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 Trail, 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 in the Purchasing Office, no later than 24 hours after the deadline for submission of bids.
Deadline for Responses:	In issuing office or submitted to BidNet Direct no later than: THURSDAY, MARCH 02, 2023; 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, FEBRUARY 09, 2023 at 1:00 PM through Microsoft Teams. See link: Click here to join the 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:	<p>To submit Proposals for this Contract, prospective bidder shall, on THURSDAY, MARCH 02, 2023, meet the following requirements:</p> <p>(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;</p> <p>(2) not on the TxDOT list of currently debarred/sanctioned contractors; and</p> <p>(3) provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts.</p> <p>(4) SYSTEM FOR AWARD MANAGEMENT (SAM): Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in SAM. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration Page.</p>
Initial Contract Term:	44 working days
Optional Contract Terms:	None.
Designated Contact:	Hays County Purchasing Department Email: purchasing@co.hays.tx.us
Questions & Answers:	<p>Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than WEDNESDAY, FEBRUARY 22 at 5:00 PM, CT.</p> <p>Telephone inquiries will not be accepted. Questions will be accepted in writing to purchasing@co.hays.tx.us.</p> <p>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.</p>
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

February 02, 2023	Issuance of IFB
February 09, 2023	Pre-Bid Meeting Online (1:00 PM, CT)
February 22, 2023	Deadline for Submission of Questions (5:00 PM, CT)
March 02, 2023	Deadline for Submission of Bids (3:00 PM, CT) Late bids will not be accepted
Spring, 2023	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-B03 Robert S Light Blvd

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 44 **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.)

**IFB 2023-B03 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS**

PROJECT: Robert S Light Blvd

CONTRACTOR: CONTRACTOR NAME

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	100 6002	PREPARING ROW	44.5	STA	\$ -	\$ -
2	104 6015	REMOVING CONC (SIDEWALKS)	100	SY	\$ -	\$ -
3	104 6022	REMOVING CONC (CURB AND GUTTER)	1000	LF	\$ -	\$ -
4	110 6001	EXCAVATION (ROADWAY)	100	CY	\$ -	\$ -
5	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	100	CY	\$ -	\$ -
6	134 6001	BACKFILL (TY A)	6	STA	\$ -	\$ -
7	164 6001	BROADCAST SEED (PERM) (RURAL) (SANDY)	977	SY	\$ -	\$ -
8	347 6001	TOM (ASPHALT) PG 76-22	102	TON	\$ -	\$ -
9	347 6002	TOM-C (AGGREGATE) SAC-A	1590	TON	\$ -	\$ -
10	347 6008	TACK COAT	2355	GAL	\$ -	\$ -
11	351 6013	FLEX PAVEMENT STRUCTURE REPAIR (4")	1500	SY	\$ -	\$ -
12	354 6048	PLANE ASPH CONC PAV (3")	29443	SY	\$ -	\$ -

**IFB 2023-B03 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS**

PROJECT: Robert S Light Blvd

CONTRACTOR: CONTRACTOR NAME

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	400 6005	CEM STABIL BKFL	9	CY	\$ -	\$ -
14	432 6001	RIPRAP (CONC)(4 IN)	6	CY	\$ -	\$ -
15	432 6045	RIPRAP (MOW STRIP)(4 IN)	17	CY	\$ -	\$ -
16	464 6017	RC PIPE(CL IV) (18 IN)	28	LF	\$ -	\$ -
17	467 6363	SET (TY II) (18 IN) (RCP) (6:1) (P)	2	EA	\$ -	\$ -
18	500 6001	MOBILIZATION	1	LS	\$ -	\$ -
19	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	\$ -	\$ -
20	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	80	LF	\$ -	\$ -
21	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	80	LF	\$ -	\$ -
22	529 6008	CONC CURB & GUTTER (TY II)	1000	LF	\$ -	\$ -
23	531 6002	CONC SIDEWALKS (5")	100	SY	\$ -	\$ -
24	540 6001	MTL W-BEAM GD FEN (TIM POST)	150	LF	\$ -	\$ -

**IFB 2023-B03 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS**

PROJECT: Robert S Light Blvd

CONTRACTOR: CONTRACTOR NAME

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC		DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
25	540	6016	DOWNSTREAM ANCHOR TERMINAL SECTION	2	EA	\$ -	\$ -
26	540	6033	MTL BM GD FEN (LONG SPAN SYSTEM)	2	EA	\$ -	\$ -
27	542	6001	REMOVE METAL BEAM GUARD FENCE	350	LF	\$ -	\$ -
28	544	6001	GUARDRAIL END TREATMENT (INSTALL)	2	EA	\$ -	\$ -
29	662	6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	987	EA	\$ -	\$ -
30	666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	237	LF	\$ -	\$ -
31	666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	6	EA	\$ -	\$ -
32	666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	2	EA	\$ -	\$ -
33	666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	1627	LF	\$ -	\$ -
34	666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	8668	LF	\$ -	\$ -
35	666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	7650	LF	\$ -	\$ -
36	666	6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	178	LF	\$ -	\$ -

**IFB 2023-B03 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS**

PROJECT: Robert S Light Blvd

CONTRACTOR: CONTRACTOR NAME

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
37	672 6009	REFL PAV MRKR TY II-A-A	120	EA	\$ -	\$ -
38	672 6010	REFL PAV MRKR TY II-C-R	20	EA	\$ -	\$ -
39	3062 6002	COMPOSITE GEOGRID FOR ASPHALT OVERLAY	29443	SY	\$ -	\$ -
40	3076 6048	D-GR HMA TY-D PG76-22	3239	TON	\$ -	\$ -
41	3076 6066	TACK COAT	5889	GAL	\$ -	\$ -
42	6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA	\$ -	\$ -
43	6185 6002	TMA (STATIONARY)	10	DAY	\$ -	\$ -
44	6185 6005	TMA (MOBILE OPERATION)	10	DAY	\$ -	\$ -

TOTAL AMOUNT OF BID

----- Dollars and ----- Cents \$ -

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND/OR BEST BID.

Acknowledgment of Addenda

Addendum No. 1: _____

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Certificate of Interested Parties

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

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

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****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

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 of 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-B03 – Robert S Light Blvd

Article 2. Engineer of Record

The Project has been designed by BGE, Inc., who is hereinafter called the “Engineer of Record” and who is to act as the County’s design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in 44 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 - Omitted
- 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_____

CONTRACTOR_____

By:_____

Ruben Becerra,
Hays County Judge

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.

POLICY NO.	TYPE OF INSURANCE		LIMITS OF LIABILITY
	EFFECTIVE	EXPIRES	
Workmen's Compensation		1 Person	\$ _____
Public Liability		1 Accident	\$ _____
Contingent Liability		1 Person	\$ _____
Property Damage		1 Accident	\$ _____
Builder's Risk			
Automobile			
Other			

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

 (Name of Insurer)

By: _____

Phone No. () _____

Title: _____

SECTION 10
GENERAL CONDITIONS

General Conditions

THE CONTRACT GENERAL CONDITIONS SHALL BE AS SET FORTH IN THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014, INCLUSIVE OF ITEMS 1L – 9L GENERAL REQUIREMENTS AND COVENANTS, AND APPLICABLE SPECIAL PROVISIONS (See Section 13 “Technical Specifications”).

SECTION 11
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SPECIAL CONDITIONS

I. County

Hays County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department
Hays County
712 South Stagecoach Trl, Ste 1071
San Marcos, TX 78666

County Engineer
Hays County
2171 Yarrington Road
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

Volkert, Inc. 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

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

VI. Insurance

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

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

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

- (a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than \$500,000 for each accident, \$500,000 disease--each employee, \$500,000 disease-policy limit.
- (b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

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

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

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

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

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

Policy Endorsements and Special Conditions

- (a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
 - (1) name the County, the Program Manager/GEC, the County's Representatives, the Construction Inspector and the Engineer of Record as an additional insured to all applicable coverage;
 - (2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
 - (3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
 - (4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
 - (5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
 - (6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
 - (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
 - (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
 - (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (c) Contractor agrees to the following:
 - (1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
 - (2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

- (3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and
- (4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

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

VII. Record ("As-Built") Drawings

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

VIII. Limit of Financial Resources

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

IX. Limits of Work and Payment

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

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

X. State Sales Tax

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

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

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

XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of the Contract, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Provision 000-1243 working day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than 44 working days. This separate time period shall be for completion of the Punch List, as set forth in Item 5L Control of Work of the Contract, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth in Special Provision 008-HC01 under Article 8.7, Default of Contract. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

XII. Layout and Construction Stakes

All construction staking shall be performed by the Contractor at the Contractor's expense.

The Contractor shall coordinate with design engineer to identify all necessary elements for station development as well as identify the trees, shrubs, and grass areas designated to remain within the construction limits to prevent damage to these items.

XIII. Safety

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

XIV. Maintenance Bond Term & Amount - OMITTED

No Maintenance Bond is required.

XV. Safety Restrictions - Work Near High Voltage Lines

The following procedures shall be followed for work near high voltage lines on the Project.

- (a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".
- (b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.
- (c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.
- (d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

XVI. Erosion Control

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the

Project construction. Upon completion of construction and before the Construction Inspector issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Inspector shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

XVII. Discovery of Hazardous Materials

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

XVIII. Submittals – Certificate of Compliance

The Contractor shall submit to the Construction Inspector a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

XIX. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

XX. Traffic Control

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

The Contractor shall coordinate with other contractors working in the area.

XXI. Temporary Traffic Handling Devices

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Inspector.

The Construction Inspector shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

XXII. Roadway Signs

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

XXIII. Project Signs

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering to include: Hays County / TxDOT Partnership Program with the Hays County Seal, the Project's name, and a brief description relating to the estimated date of completion, contact phone number, website address and the appropriate Hays County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling". Proofs of sign shall be submitted to the Inspector for approval prior to fabrication.

XXIV. Permits

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

XXV. Landscape Restoration

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

XXVI. Existing Fencing

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

XXVII. Easements

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

XXVIII. Limits of Contractor's Operation

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

XXIX. Maintenance of Pedestrian Walkways

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

XXX. Spoil

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Inspector. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

XXXI. Materials Testing

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Inspector in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A. The cost of such tests will be incurred by the County and coordinated by the Construction Inspector through funds made available to the Construction Inspector

under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Inspector shall furnish for review by the GEC, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Inspector will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of inspection staffing, materials handling and construction procedures, calibration and maintenance of equipment, production process control, and testing deemed necessary to assure quality as specified by the Contract Documents.

XXXII. Pre-Construction Conference

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

XXXIII. Weight Tickets

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

XXXIV. Confined Space Entry Program

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

XXXV. Tree and Plant Protection

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Inspector, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above

existing grade level to determine cross section area in square inches. Assessment for damage will be \$27.00 per square inch.

Shrubs and Grass Areas: An initial fine of \$1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of \$8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Inspector shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

- (1) Compaction of root area by equipment, vehicles or material storage;
- (2) Trunk damage by moving equipment material storage, nailing or bolting;
- (3) Strangling by tying ropes or guy wires to trunks or large branches;
- (4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
- (5) Cutting of roots by excavating or ditching;
- (6) Damage of branches by improper pruning;
- (7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
- (8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
- (9) Do not cut roots 1-1/2" in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

- (1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
- (2) Pruning will be performed by County.

XXXVI. Prosecution and Progress

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

- (1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
- (2) Assure coordination of the efforts of the Contractor, County, Program Manager/GEC, Construction Inspector, utilities and others that may be involved in the Project;
- (3) Assist the Contractor, County, Program Manager/GEC and Construction Inspector in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
- (4) Assist the County, Program Manager/GEC and Construction Inspector in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

- (1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Inspector or Program Manager/GEC.
- (2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager/GEC, or Construction Inspector; concise description of the Work represented by the activity; and activity durations

in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager/GEC or Construction Inspector. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type. This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

“Total float” is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project's completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule on diskette or CD-ROM.

The schedule shall encompass the time from the start of the Contract Time to the

Project's Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

- (3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Inspector or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

- (4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Construction Inspector or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:
 - a) Electronic copy of the updated schedule including revisions and changes on diskette or CD-ROM or other storage media.
 - b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.

- (5) Project Schedule Revisions. If the Contractor desires to make major changes in the

Project Schedule, the Contractor shall notify the County or Construction Inspector in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Inspector.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

- (6) Time Impact Analysis. The Contractor shall notify the County or Construction Inspector when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Inspector by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Inspector a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any

changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Inspector the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Inspector may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Inspector or Program Manager/GEC shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

XXXVII. Sanitary Provisions

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

XXXVIII. Work Near Railroads

(A) General.

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing

work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

(B) Temporary Crossings.

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic. Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

SECTION 12
GENERAL NOTES

County: Hays
Highway: Robert S. Light Blvd.

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County: Hays
Highway: Robert S. Light Blvd.

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GENERAL NOTES:

Item	Description	**Rate
3076	Dense-Graded Hot-Mix Asphalt	110 LB/SY/IN
347	Thin Overlay Mixtures (TOM) - Surface Asphalt	7.0 LB/SY/IN
	Aggregate (SAC B)	106.0 LB/SY/IN
	Aggregate (SAC A)	109.0 LB/SY/IN
347	Tack Coat (between TOM and D-GR Mix)	0.08 GAL/SY
3076	Tack Coat (for Geogrid)	0.20 GAL/SY

** For Informational Purposes Only

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 the websites above.

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

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

The roadbed will be free of organic material prior to placing any section of the pavement structure.

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

Provide a smooth, clean sawcut along the existing asphalt or concrete pavement structure, as directed. Consider subsidiary to the pertinent Items.

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

Keep the roadway free of debris and sediment caused by construction activities. Dispose of all material in accordance with federal, state, and local regulations. This work is subsidiary.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

Remove and dispose of PM, raised markers, excessive asphalt of ROW.

During evacuation periods for Hurricane events the Contractor will cooperate with the County for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

ITEM 5 – CONTROL OF THE WORK

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.

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.

Alignment and Profile.

Unless shown in the plans, profile and alignment data for roadways being overlaid or widened are for design verification only. Provide survey and construct the roadway in accordance with the typical section. Bid items and data may be provided to adjust cross slope and super elevations.

ITEM 6 - CONTROL OF MATERIALS

Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

No significant traffic generator events identified.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

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.

Migratory Birds and Bats.

Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to TxDOT 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

Law Enforcement Personnel.

Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer’s agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. A minimum number of hours is not guaranteed. Payment is for work performed. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of \$70 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or “show up” fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual “show up” time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officer’s governing authority.

ITEM 8 – PROSECUTION AND PROGRESS

Working days will be charged in accordance with 8.3.1.4, “Standard Workweek.”

In accordance with SP 008-005, the latest work start date is the August 1st immediately following the authorization to begin work.

ITEM 134 - BACKFILLING PAVEMENT EDGES

Place TY A Back Fill immediately following placement of the H.M.A. (TY-D) surface.

For all backfill, compact using a light pneumatic roller, install at 3:1 slope to tie into existing terrain, and apply at rate of 0.132 GAL/SY a typical erosion control material per Item 300.

For TY A backfill, furnish flexible base meeting the requirement for any type or grade, except Grade 4, in accordance with Item 247. Compressive strengths and wet ball mill for flexible base are waived for this item. Alternate materials include RAP, salvaged material from Item 105, and salvaged

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<p>material from Item 351. The alternate materials are not required to be tested but visually verified as 100% passing a 2.5 in. sieve.</p> <p>The use of excavated material produced by Item 351 – “FLEXIBLE PAVEMENT STRUCTURE REPAIR” and Item 354 “PLANING AND TEXTURING PAVEMENT” will be allowed for use as TY A Backfill as approved by the Engineer.</p> <p>ITEM 300s – SURFACE COURSES AND PAVEMENTS Asphalt season is May 1 thru September 15. Emulsified Asphalt season is April 1 thru October 15. The latest work start date for asphalt season is August 1.</p> <p>If an under seal is not provided, furnish a tack coat. Apply tack coat at 0.08 GAL/SY (residual). Apply non-tracking tack coat using manufacturer recommend rates.</p> <p>ITEMS 347 and 3076 - HOT-MIX ASPHALT PAVEMENT Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.</p> <p>Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Install a butt joint with 24 in. H: 1 in. V transition from the new ACP to a driveway, pullout or intersection. Saw cut the existing pavement at the butt joints. This work is subsidiary.</p> <p>Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.</p> <p>Prior to milling, core the existing pavement to verify thickness. This work is subsidiary.</p> <p>Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day’s production rates.</p> <p>Submit any proposed adjustments or changes to a JMF before production of the new JMF.</p> <p>Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar.</p> <p>Provide a minimum transition of 10’ for intersections, 10’ for commercial driveways, and 6’ for residential driveways unless otherwise shown on the plans.</p> <p>Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire subplot if the irregularities are greater than 40% of the subplot area.</p> <p>Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC “A” requirement.</p> <p>When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same mix, the</p>		<p>QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.</p> <p>Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.</p> <p>No RAS is allowed in surface courses.</p> <p>Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.</p> <p>The Hamburg Wheel Test will have a minimum rut depth of 3mm except for SMA with HPG or PG 76.</p> <p>ITEM 3076 - DENSE-GRADED HOT-MIX ASPHALT Use the SGC for design and production testing of all mixtures. Design all Type D mixtures as a surface mix, maximum 15% RAP and no RAS. Contractor may not use a substitute PG binder for 76-22. When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.</p> <p>The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.</p> <p>ITEM 347- THIN OVERLAY MIXTURES (TOM) For SAC A, blending SAC B aggregate with an RSSM greater than the SAC A rating or 10, whichever is greater, is prohibited.</p> <p>When using a Thermal Imaging System follow the Weather Condition requirements for When Not Using a Thermal Imaging System.</p> <p>Produce mixture with a Department approved WMA additive or process to facilitate compaction when the haul distance is greater than 40 miles or when the air temperature is 70°F and falling. WMA processes such as water or foaming processes are not allowed under these circumstances.</p> <p>ITEM 351 – FLEXIBLE PAVEMENT STRUCTURE REPAIR Use materials and lift thickness per SS3076. Place Type C and D mixes with a paver. Type B mixes may use a blade to place the mix. Type C and D mixes will receive an underseal per SS 3085 if the repair surface is the final surface. This work is subsidiary.</p> <p>Unless otherwise shown on the plans, use the following for repairs: Type C and D mix will use PG 76 -22 and will be placed with a paver. Type B mix will use PG 64 -22 and may use a blade to place the mix. For up to 2 in. deep repairs use Type D PG 76-22 SAC B. For up to 6 in. deep repairs use Type C PG 76-22 SAC B.</p>	

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For greater than 6 in. deep repairs use 2 in. Type C or D surface and Type B for the bottom lifts. For greater than 6 in. deep repairs will be milled then overlaid, adjust the depth of the Type C or D to provide Type C or D to a depth 1.5 in. below the bottom of the milling.		ROT Rally, UT home football games (includes games not on a Friday or weekend), sales tax holiday, Dell Match Play (includes Thursday) or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.	
ITEM 354 - PLANING AND TEXTURING PAVEMENT Contractor retains ownership of salvaged materials.		To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.	
Unless shown on the plans, mill and resurface the work area during each shift on roadways with ADT greater than 20,000 or if milling will expose the flex base or subgrade per the typical section. Unless shown on the plans, mill and resurface a work area within 5 days for roadways with ADT 20,000 or less.		Submit an emailed request for a lane closure (LCN) to TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal.	
Taper permanent transverse faces 50 ft. per 1 in. Taper temporary transverse faces 25 ft. per 1 in. Taper permanent longitudinal faces 6 ft. per 1 in. HMA may be used as temporary tapers. Provide minimum 1 in. butt joints at bridge ends and paving ends. This work is subsidiary.		Provide 2 hour notice prior to implementation and immediately upon removal of the closure.	
ITEM 432 - RIPRAP Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans. Mow strip for cable barrier may be placed monolithically with the barrier foundations if using concrete in accordance with Item 543. Fiber reinforcement is not allowed except in mow strip for cable barrier if foundation and mow strip are placed monolithically. GFRP is allowed reinforcement for all applications.		For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday. For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.	
Saw-cut existing riprap then epoxy 12 in. long No. 3 or No. 4 bars 6 in. deep at a maximum spacing of 18 in. in each direction to tie new riprap to existing riprap. This work is subsidiary. Provide Type A Grade 3 or 5 flexible base for cement stabilized riprap. Compressive strengths for flexible base are waived.		Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.	
SGT approach taper, paid for using mow strip item, will be installed using concrete, flexible base coated with SS-1 at a rate of 0.12 GAL/SY, or HMA Type B/C/D. Placement will be ordinary compaction and does not require placement using an asphalt paver.		Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.	
ITEM 467 - SAFETY END TREATMENT Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all metal field cuts or exposed reinforcement with asphalt paint.		Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify current and future traffic control, if at any time the queue becomes greater than 20 minutes.	
ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING		Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.	
For roadways without defined allowable closure times, nighttime lane closures will be allowed from 7 P to 6 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.		Cover, relocate, or remove existing small, large, and overhead signs that conflict with traffic control. This work is subsidiary. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.	
No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for projects within 20 miles of Formula 1 at COTA, ACL Fest, SXSW,		Place a 28-inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.	

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A series of sequential flashing warning lights, per BC(7), must be installed in a merging taper for long term stationary TCP. This includes all TCP setups, such as those shown on the plans or TCP setups per the standards.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

The Contractor Force Account “Safety Contingency” that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor’s Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

If SW3P plan sheets are not provided, place the control measures as directed.

Install, maintain, remove control measures in areas of the right of way utilized by the Contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Consider the SW3P for this project to consist of the following items, as directed: Temporary Sediment Control Fence.

ITEM 529 – CURB AND GUTTER

The contractor shall survey the existing lip of gutter every 10 feet and provide the profiles to the County 2 weeks prior to any profile corrections are to begin.

The County will assess the profiles and determine if portions of the curb and gutter need to be removed and replaced to correct the existing roadway profile.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

Notify property owners at least 48 hr. before beginning work on their driveway. Provide a list of each notification and contact before each closure. Only close driveways for reconstruction if duration and alternate access are approved. Install and maintain material across a work zone as temporary access. This work is subsidiary.

For ACP or SURF TREAT, the pavement structure will match the adjacent roadway unless detailed on the plans. HMA, including surface, may use a maximum allowable quantity of 40% RAP and 5% RAS for private driveways, public driveways for 2-lane roadways or smaller, and turnouts. Blending of 2 or more sources is allowed.

ITEM 540, 542, & 544 - METAL BEAM GUARD FENCE AND GUARDRAIL END TREATMENTS

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Furnish round timber posts for guard fence. Steel posts for low fill culvert applications is subsidiary including use of low fill culvert application due to other concrete structures such as inlets. Long span application at inlets may be used as an alternate to low fill culvert. Unless otherwise specified on the plans, use of low fill culvert or long span at inlets will be subsidiary to pertinent items. Stake the locations for approval before installation. Adjust the limits of the fence to meet field conditions. Install delineators before opening the road to traffic.

Retain all materials. Existing materials that are structurally sound and dent free may be reused. All reused material will be from this project and in compliance with current standards. Structurally sound rust spots with the largest dimension of 4 in. may be cleaned and repaired in accordance with Section 540.3.5. Punch or field drill holes in the metal rail element to accommodate post spacing. Additional holes for splice or connections are not allowed. Space the field holes in accordance with the latest standard but no closer than the minimum spacing shown on the current standard.

Remove, replace, and install mow strip block out material. Construct new block outs and backfill unused block outs with class B concrete. This work is subsidiary.

Repair of mow strip damage, not caused by contractor negligence, and installation of new mow strip will be paid with appropriate bid items. Backfill and shoulder up of area around fence and mow strip will be paid using embankment item.

ITEM 585 - RIDE QUALITY FOR PAVEMENT SURFACES

Use Surface Test Type B Pay Schedule 3 to evaluate ride quality of travel lanes, including service roads.

ITEM 662 - WORK ZONE PAVEMENT MARKINGS

Notify the Engineer at least 24 hours in advance of work for this item.

Maintain removable and short-term markings daily. Remove within 48 hours after permanent striping has been completed.

Item 668 is not allowed for use as Item 662.

Paint is allowed for this Item.

Use WK ZN MRK SHT TERM REMOV on milled surfaces only.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Notify the Engineer at least 24 hr. before beginning work.

From Project Begin to Sta 37+00 , existing pavement markings to be replaced in-kind. From Sta 37+00 to Project End, match existing white striping and stripe the yellow as two-way left turn lane, per PM (3)-20.

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Reference all existing stripes before commencing work. Obtain approval for placement of guide marks before installing permanent pavement markings. This work is subsidiary.

When double yellow pavement marking is separating opposing traffic utilize 2' centerline buffer. In Gore locations, 2' centerline buffer will be absorbed in Gore.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 2 PCMS. Provide a replacement within 12 hours. PCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

Place PCMS 10 calendar days prior to begin work stating "Road Work Begin Soon, Contact 832-7000 For Info".

Place PCMS at time of LCN request. Place the PCMS at the expected end of queue caused by the closure. When the closure is active, revise the message to reflect the actual condition during the closure, such as "RIGHT LN CLOSED XXX FT".

ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the work. TMA/TAs paid by the day is full compensation for all worksite locations during an entire day.

TMA/TAs used to protect damaged attenuators will be paid by the day using the force account item for the repair.

SECTION 13
TECHNICAL SPECIFICATIONS

**HAYS COUNTY /
TEXAS DEPARTMENT OF TRANSPORTATION**

GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS, (2) SPECIAL PROVISIONS TO SPECIAL SPECIFICATIONS, (3) SPECIAL SPECIFICATIONS, (4) SPECIAL PROVISIONS, AND (5) STANDARD SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1L-9L	GENERAL REQUIREMENTS AND COVENANTS
ITEM 100	PREPARING RIGHT OF WAY (004)(005)(006)(103)
ITEM 104	REMOVING CONCRETE (009)
ITEM 110	EXCAVATION (009)(132)
ITEM 132	EMBANKMENT (007)(009)(100)(160)(204)(210)(216)(400)
ITEM 134	BACKFILLING PAVEMENT EDGES (162)(166)(168)(300)(314)
ITEM 164	SEEDING FOR EROSION CONTROL (162)(166)(168)
ITEM 347	THIN SURFACE MIXTURES (TSM) (005)(006)(300)(301)(320)(520)(585)
ITEM 351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (132)(204)(247)(260)(263)(275)(276)(292)(310)(316)(330)(334)(340)
ITEM 354	PLANING AND TEXTURING PAVEMENT (005)
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES (007)(009)(110)(132)(401)(420)(421)
ITEM 432	RIPRAP (247)(420)(421)(427)(440)
ITEM 464	REINFORCED CONCRETE PIPE (009)(400)(402)(467)(476)
ITEM 467	SAFETY END TREATMENT (400)(420)(421)(432)(440)(464)
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING (005)(009)
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (360)(420)(421)(440)
ITEM 531	SIDEWALKS (104)(360)(420)(421)(440)(530)
ITEM 540	METAL BEAM GUARD FENCE (421)(445)(529)
ITEM 542	REMOVING METAL BEAM GUARD FENCE
ITEM 544	GUARDRAIL END TREATMENTS
ITEM 658	DELINEATOR AND OBJECT MARKER ASSEMBLIES (009)(445)
ITEM 662	WORK ZONE PAVEMENT MARKINGS (009)(666)(668)(672)(677)
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS (009)(316)(318)(502)(662)(677)(678)
ITEM 672	RAISED PAVEMENT MARKERS (009)(677)(678)

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES.

ITEM 3062	POLYMERIC COMPOSITE PAVING GEOGRID FOR ASPHALT PAVEMENT OVERLAY REINFORCEMENT
ITEM 3076	DENSE-GRADED HOT-MIX ASPHALT
ITEM 3096	ASPHALTS, OILS, AND EMULSIONS

ITEM 6001	PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 6185	TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION 000	000-HC01	RIGHT OF WAY IMPORTANT NOTICE TO CONTRACTORS
SPECIAL PROVISION 000	000-HC02	ENVIRONMENTAL IMPORTANT NOTICE TO CONTRACTORS
SPECIAL PROVISION TO ITEM 001	001-HC01	ABBREVIATIONS AND DEFINITIONS
SPECIAL PROVISION TO ITEM 002	002-HC01	INSTRUCTIONS TO BIDDERS
SPECIAL PROVISION TO ITEM 003	003-HC01	AWARD AND EXECUTION OF CONTRACT
SPECIAL PROVISION TO ITEM 004	004-HC01	SCOPE OF WORK
SPECIAL PROVISION TO ITEM 005	005-HC01	CONTROL OF THE WORK
SPECIAL PROVISION TO ITEM 007	007-HC01	LEGAL RELATIONS AND RESPONSIBILITIES
SPECIAL PROVISION TO ITEM 008	008-HC01	PROSECUTION AND PROGRESSp
SPECIAL PROVISION TO ITEM 009	009-HC01	MEASUREMENT AND PAYMENT
SPECIAL PROVISION TO ITEM 000	000-1243	IMPORTANT NOTICE TO CONTRACTORS
SPECIAL PROVISION TO ITEM 132	132-002	EMBANKMENT
SPECIAL PROVISION TO ITEM 247	247-003	FLEXIBLE BASE
SPECIAL PROVISION TO ITEM 316	316-002	SEAL COAT
SPECIAL PROVISION TO ITEM 302	302-003	AGGREGATES FOR SURFACE TREATMENTS
SPECIAL PROVISION TO ITEM 340	340-004	DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)
SPECIAL PROVISION TO ITEM 347	347-003	THIN OVERLAY MIXTURES (TOM)
SPECIAL PROVISION TO ITEM 421	421-010	HYDRAULIC CEMENT CONCRETE
SPECIAL PROVISION TO ITEM 427	427-003	SURFACE FINISHES FOR CONCRETE
SPECIAL PROVISION TO ITEM 440	440-004	REINFORCEMENT FOR CONCRETE
SPECIAL PROVISION TO ITEM 464	464-001	REINFORCED CONCRETE PIPE
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
SPECIAL PROVISION TO ITEM 540	540-001	METAL BEAM GUARD FENCE
SPECIAL PROVISION TO ITEM 666	666-007	RETROREFLECTORIZED PAVEMENT MARKINGS
SPECIAL PROVISION TO ITEM 6185	6185-002	TRUCK MOUNTED ATENUATOR (TMA) AND TRAILER ATTENUATOR (TA)

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.



Items 1L–9L

Local Government General Requirements and
Covenants

Item 1L

Abbreviations and Definitions



1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	United States General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America

IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List (TxDOT document)
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report (TxDOT form)
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PE	Professional Engineer
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project-Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TGC	Texas Government Code
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

- 3.1. **Abrasive Blasting.** Spraying blasts of pressurized air combined with abrasive media.
- 3.2. **Actual Cost.** Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.
- 3.3. **Addendum.** Change in bid documents developed between advertising and bid submittal deadline.

- 3.4. **Additive Alternate.** A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The additive alternate items include work that may be added to the base bid work.
- 3.5. **Deductive Alternate.** A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The deductive alternate items include work that may be deducted from the base bid work.
- 3.6. **Advertisement.** The public announcement required by law inviting bids for work to be performed or materials to be furnished.
- 3.7. **Affiliates.** Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance.
- 3.8. **Air Blasting.** Spraying blasts of pressurized air free of oil and moisture.
- 3.9. **Air Temperature.** The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.
- 3.10. **Anticipated Profit.** Profit for work not performed.
- 3.11. **Apparent Low Bidder.** The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.
- 3.12. **Architect of Record.** A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.
- 3.13. **Arterial Highway.** A highway used primarily for through traffic and usually on a continuous route.
- 3.14. **Notice of Award.** The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.
- 3.15. **Base Bid.** The total bid amount without additive alternates.
- 3.16. **Bid.** The offer from the Bidder for performing the work described in the bid documents, submitted on the prescribed bid form, considering addenda issued and giving unit bid prices for performing the work described in the bid documents.
- 3.17. **Bid Bond.** The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.
- 3.18. **Bid Documents.** The complete set of documents necessary for a Bidder to submit a bid. The documents may include plans, specifications, special specifications, special provisions, addenda, and the prescribed form a Bidder is to submit as the Bid. Other terms used may include general conditions, proposal, instructions to bidders, and construction specifications.
- 3.19. **Bid Error.** A mathematical mistake made by a Bidder in the unit price entered into the bid documents.
- 3.20. **Bid Form.** The portion of the bid documents that a prospective Bidder must submit to the Owner for their bid to be considered.

- 3.21. **Bidder.** An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.
- 3.22. **Blast Cleaning.** Using one of the blasting methods, including, but not limited to, water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.
- 3.23. **Bridge.** A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.
- 3.24. **Brush Blasting.** Sweeping lightly with an abrasive blast to remove loose material.
- 3.25. **Building Contract.** A Contract entered under State law for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.
- 3.26. **Certificate of Insurance.** A form approved by the Owner covering insurance requirements stated in the Contract.
- 3.27. **Change Order.** Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract.
- 3.28. **Concrete Construction Joint.** A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.
- 3.29. **Concrete Repair Manual.** TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.
- 3.30. **ConcreteWorks®.** TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.
- 3.31. **Construction Contract.** A Contract entered under State law for the construction, reconstruction, or maintenance of a segment of the Owner's transportation system.
- 3.32. **Consultant.** The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.
- 3.33. **Contract.** The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.34. **Contract Documents.** Elements of the Contract, including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, addendums, and supplemental agreements.
- 3.35. **Contract Time.** The number of days specified for completion of the work, including authorized additional working days.
- 3.36. **Contractor.** The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.
- 3.37. **Controlled Access Highway.** Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

- 3.38. **Control of Access.** The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.
- 3.39. **Control Point.** An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.
- 3.40. **Cross-Sections.** Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.
- 3.41. **Culvert.** Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.23., "Bridge.")
- 3.42. **Cycle.** The activity necessary for performing the specified work within the right of way project limits once.
- 3.43. **Daily Road-User Cost.** Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.
- 3.44. **Date of Written Authorization.** Date of the written Notice to Proceed authorizing the Contractor to begin work.
- 3.45. **Debar (Debarment).** Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in local, state, or federal law.
- 3.46. **Detour.** A temporary traffic route around a closed portion of a road.
- 3.47. **Department.** When used in the context of the party with whom the Contractor has a Construction Contract, Department refers to Owner. When used in other contexts such as technical specifications, refers to the Texas Department of Transportation.
- 3.48. **Departmental Material Specifications.** Reference specifications for various materials published by TxDOT's Construction Division with a DMS-XXXXX numbering system.
- 3.49. **Direct Traffic Culvert.** Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.
- 3.50. **Disadvantaged Business Enterprise.** A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.
- 3.51. **Divided Highway.** A highway with separate roadways intended to move traffic in opposite directions.
- 3.52. **Easement.** A real property right acquired by one party to use land belonging to another party for a specified purpose.
- 3.53. **Engineer.** The Professional Engineer licensed in Texas who represents the interests of the Owner.
- 3.54. **Entity.** Political subdivision for which the project is designed and constructed. Either a Municipality (City) or a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an Owner.
- 3.55. **Expressway.** A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

- 3.56. **Family Member.** A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.
- 3.57. **Force Account.** Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.
- 3.58. **Freeway.** An expressway with full control of access.
- 3.59. **Frontage Road.** A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).
- 3.60. **Hazardous Materials or Waste.** Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.
- 3.61. **High-Pressure Water Blasting.** Water blasting with pressures between 5,000 and 10,000 psi.
- 3.62. **Highway, Street, or Road.** General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.
- 3.63. **Historically Underutilized Business.** A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Comptroller of Public Accounts, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.
- 3.64. **Incentive/Disincentive Provisions.** An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.
- 3.65. **Independent Assurance Tests.** Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner or the Owner's representative and are not used for acceptance purposes.
- 3.66. **Inspector.** The person assigned by the Owner to inspect any or all parts of the work and the materials used for compliance with the Contract.
- 3.67. **Intelligent Transportation System.** An integrated system that uses video and other electronic detection devices to monitor traffic flows.
- 3.68. **Intersection.** The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.
- 3.69. **Island.** An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.
- 3.70. **Joint Venture.** Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid form.

- 3.71. **Lane Rental.** A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.
- 3.72. **Letting.** The receipt, opening, tabulation, and determination of the apparent low Bidder.
- 3.73. **Letting Official.** The Owner representative empowered by the Owner to officially receive bids and close the receipt of bids at a letting.
- 3.74. **Licensed Professional Engineer.** A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.
- 3.75. **Limits of Construction.** An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.
- 3.76. **Local Street or Road.** A street or road primarily for access to residence, business, or other abutting property.
- 3.77. **Low-Pressure Water Blasting.** Water blasting with pressures between 3,000 and 5,000 psi.
- 3.78. **Major Item.** An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or \$100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.
- 3.79. **Material Producer List.** TxDOT-maintained list of approved products. Referenced as "Department's MPL".
- 3.80. **Materially Unbalanced Bid.** A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.
- 3.81. **Mathematically Unbalanced Bid.** A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.
- 3.82. **Median.** The portion of a divided highway separating the traffic lanes in opposite directions.
- 3.83. **Milestone Date.** The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.
- 3.84. **Monolithic Concrete Placement.** The placement of plastic concrete in such manner and sequence to prevent a construction joint.
- 3.85. **National Holidays.** January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.
- 3.86. **Nonhazardous Recyclable Material.** A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.
- 3.87. **Nonresident Bidder.** A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.
- 3.88. **Nonresponsive Bid.** A bid that does not meet the criteria for acceptance contained in the bid documents.
- 3.89. **Non-Site-Specific Contracts.** Contracts in which a geographic region is specified for the work and for which work orders, with or without plans, further detail the limits and work to be performed.
- 3.90. **Notice to Proceed.** Written notification to the Contractor authorizing work to begin.

- 3.91. **Notification.** Either written or oral instruction to the Contractor concerning the work. Voice mail is oral notification.
- 3.92. **Owner,** Political subdivision for whom the project is designed and constructed. Either a Municipality (City), a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Entity.**
- 3.93. **Pavement.** That part of the roadway having a constructed surface for the use of vehicular traffic.
- 3.94. **Pavement Structure.** Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.
- 3.94.1. **Surface Course.** Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.
- 3.94.2. **Base Course.** One or more layers of specified material thickness placed on a subgrade to support a surface course.
- 3.94.3. **Subgrade.** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
- 3.94.4. **Subgrade Treatment.** Modifying or stabilizing material in the subgrade.
- 3.95. **Payment Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.
- 3.96. **Performance Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.
- 3.97. **Plans.** The approved drawings, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.
- 3.98. **Power of Attorney for Surety Bonds.** An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.
- 3.99. **Qualification.** The process for determining a Contractor's eligibility to be awarded a construction contract
- 3.100. **Prequalification.** The process for determining a Contractor's eligibility to bid work.
- 3.101. **Prequalification Statement.** The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.
- 3.102. **Prequalified Contractor.** A contractor that is approved to bid on TxDOT contracts by satisfying their Prequalification Process.
- 3.103. **Post Qualification.** The owner will determine if contractors are qualified to bid on the project after bids are open. The bid documents will identify the minimum requirements that contractor must meet to be qualified for the project. Unqualified contractors' bids will be considered non-responsive and not accepted.
- 3.104. **Project-Specific Location.** A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.
- 3.105. **Proposal Guaranty.** The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

- 3.106. **Quality Assurance.** Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.
- 3.107. **Quality Control.** Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.
- 3.108. **Ramp.** A section of highway for the primary purpose of making connections with other highways.
- 3.109. **Referee Tests.** Tests requested to resolve differences between Contractor and Owner test results. The referee laboratory is the Owners .
- 3.110. **Regular Item.** A bid item contained in the bid documents and not designated as an additive alternate or replacement alternate bid item.
- 3.111. **Rental Rate Blue Book for Construction Equipment.** Publication containing equipment rental rates.
- 3.112. **Replacement Alternate.** A bid item identified on the bid documents that a Bidder may substitute for a specific regular item of work.
- 3.113. **Responsive Bid.** A bid that meets all requirements of the advertisement and the bid documents for acceptance.
- 3.114. **Right of Way.** A general term denoting land or property devoted to transportation purposes.
- 3.115. **Roadbed.** The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.
- 3.116. **Road Master.** A railroad maintenance official in charge of a division of railway.
- 3.117. **Roadside.** The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.
- 3.118. **Roadway.** The portion of the highway (including shoulders) used by the traveling public.
- 3.119. **Sandblasting, Dry.** Spraying blasts of pressurized air combined with sand.
- 3.120. **Sandblasting, Wet.** Spraying blasts of pressurized water combined with sand.
- 3.121. **Shoulder.** That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.
- 3.122. **Shot Blasting.** Spraying blasts of pressurized air combined with metal shot.
- 3.123. **Sidewalk.** Portion of the right of way constructed exclusively for pedestrian use.
- 3.124. **Slurry Blasting.** Spraying blasts of pressurized air combined with a mixture of water and abrasive media.
- 3.125. **Special Provisions.** Additions or revisions to these standard specifications or special specifications.
- 3.126. **Special Specifications.** Supplemental specifications applicable to the Contract not covered by these standard specifications.
- 3.127. **Specifications.** Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or TxDOT bulletins and manuals, imply the latest standard or

tentative standard in effect on the date of the bid. The Owner will consider incorporation of subsequent changes to these documents in accordance with Item 4L, "Scope of Work."

- 3.128. **Small Business Enterprise.** A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.
- 3.129. **State.** The State of Texas.
- 3.130. **State Holiday.** A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.85., "National Holidays." A list of state holidays can be found on the TxDOT's website.
- 3.131. **Station.** A unit of measurement consisting of 100 horizontal feet.
- 3.132. **Subcontract.** The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.133. **Subcontractor.** An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.
- 3.134. **Subsidiary.** Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.
- 3.135. **Substructure.** The part of the structure below the bridge seats, but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.
- 3.136. **Superintendent.** The representative of the Contractor who is available at all times and able to receive instructions from the Owner or authorized Owner representatives and to act for the Contractor.
- 3.137. **Superstructure.** The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.
- 3.138. **Supplemental Agreement.** Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one party to another or other cases as desired by the Owner.
- 3.139. **Surety.** The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.
- 3.140. **Surplus Materials.** Any debris or material related to the Contract but not incorporated into the work.
- 3.141. **Suspension.** Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a contract
- 3.142. **Tex –XXX-X.** TxDOT material test methods found on TxDOT's Construction Division Web Site.
- 3.143. **Traffic Lane.** The strip of roadway intended to accommodate the forward movement of a single line of vehicles.
- 3.144. **Traveled Way.** The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

- 3.145. **Truck Owner-Operator.** An individual who owns and operates 1 truck for hire.
- 3.146. **UT-Bridge.** TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.
- 3.147. **UT-Lift.** TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.
- 3.148. **Utility.** Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.
- 3.149. **Verification Tests.** Tests used to verify accuracy of QC and QA and mixture design testing.
- 3.150. **Water-Abrasive Blasting.** Spraying blasts of pressurized water combined with abrasive media.
- 3.151. **Water Blasting.** Spraying blasts of pressurized water of at least 3,000 psi.
- 3.152. **Water-Injected Abrasive Blasting.** Abrasive blasting with water injected into the abrasive/air stream at the nozzle.
- 3.153. **Wholly-Owned Subsidiary.** A legal entity owned entirely by the Contractor or subcontractor.
- 3.154. **Work.** The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.
- 3.155. **Written Notice.** Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current mailing address will not be considered a failure to provide written notice.

Item 2L

Instructions to Bidders



1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

- Bidders on this project must be prequalified through TxDOT. Refer to TxDOT's web site for prequalification requirements. Assure prequalification documents are submitted to TxDOT at least 14 days before bid opening.
- Comply with all technical prequalification requirements in the bid documents.
- Not on the TxDOT list of currently debarred/sanctioned contractors
- Provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully complete similar contracts
- Contractor must confirm prequalification for all subcontractors and materials suppliers of greater than \$10,000.
- **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.

3. ISSUING BID DOCUMENTS

Bid Documents may be obtained at:

www.bidnetdirect.com/hayscounty

<https://www.sanmarcostx.gov/Bids.aspx>

<http://www.txsmartbuy.com/sp>

The Department will not issue a proposal form if one or more of the following apply:

- the Bidder is suspended or debarred by the Commission, Department, or any federal agency,
- the Bidder has not fulfilled the requirements for prequalification,
- the Bidder does not have the available bidding capacity,
- the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Department terminated in the best interest of the Owner or Department, or the public,
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Department to participate in the preparation of the plans or specifications on which the bid or Contract is based, or
- the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7.16., "Responsibility for Damage Claims."

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the bid documents are approximate and will be used for the comparison of bids. Payments will be made for actual quantities of work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the bid documents and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the use of the Owner in the preparation of plans. This information is provided for the Bidder's information only and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded. Oral explanations, instructions, or consideration for Contractor-proposed changes in the bid documents given during the bidding process are not binding. Only requirements included in the bid documents and Owner-issued addenda are binding. Request explanations of document by stated question deadline in project manual.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the bid documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid form furnished by the Owner. Informational bid forms printed from the Owner's website will not be accepted. Bids MUST be legible and of a quality that can be reproduced.

Specify a unit price in dollars and cents for each regular item, additive alternate item, deductive alternate item or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the bid form was not signed,
- completed Schedule of Rates and Prices
- all certifications were not acknowledged,
- a regular item, additive alternate item or deductive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank, or
- the bid form submitted had the incorrect number of items.
- Vendor Reference Form Completed
- 5% Bid Bond

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- The bid was not in the hands of the Letting Official or submitted electronically at the time and location specified in the advertisement.
- The bid form was signed by a person who was not authorized to bind the Bidder or Bidders.
- The bid guaranty did not comply with the requirements contained in this Item.
- The bid was in a form other than the official bid form issued by the Owner.
- The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid documents.

- The Bidder bid more than the maximum or less than the minimum number of allowable working days when working days was an item.
- The Bidder did not meet the requirements of the technical qualification.
- The bidder is not prequalified by TxDOT
- The bidder does not meet the Owner's qualification requirements.
- The bidder did not include the Vendor Reference Form, minimum of three (3) references.
- The Bidder did not include a Bid Bond of 5% of the total bid amount.

8. SUBMITTAL OF BIDS

- 8.1. **Electronic Bids.** When electronic bidding is available, the Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to, acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system. If an electronic bid is submitted by the due date and time, then a hard copy **MUST** also be received in the Purchasing Office no later than 24 hours after the deadline for submission of bids.
- 8.1.1. **Bid Form.** Use the bid form in the project manual to submit all bids. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system. The electronic bid form may not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.
- 8.1.2. **Bid Guaranty.** Provide a bid guaranty in the amount indicated on the bid form. Use an electronic bid bond or printed bid bond by a surety company. Guaranty checks will not be accepted. Use the most current version of the electronic bond accepted by the Owner. For a joint venture, the bond must be in the name of all joint venture participants. Enter the bond authorization code into the Owner's bidding system. It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or names of the Bidder or Bidders.
- 8.1.3. **Submittal of Bid.** Submit the bid using the Owner's bidding system.
- Mailed or Dropped off Bids:
- One (1) original Bid with required forms manually signed by the Vendor with original signatures
 - One (1) digital copy of the full Bid with all required forms on a thumb drive
- Electronic Bid:
- Upload Bid with required forms manually signed by the Vendor. (through BidNet Direct)
 - One (1) original Bid with required forms manually signed by the Vendor, delivered to the Hays County Purchasing Office. Either the original or Electronic Bid (through BidNet Direct) **MUST** be received by the due date and time to be considered responsive.
- 8.1.4. **Revising the Bid Form.** Make desired changes as allowed by the Owner's bidding system up until the time and date set for the opening of bids. Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the Bid, guaranteeing authenticity. The last bid submitted will be used for tabulation purposes.
- 8.1.5. **Withdrawing a Bid.** Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner

will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

- 8.2. **Printed Bid.** Respondent must provide its total bid amount by completing the mandatory Schedule of Rate and Prices form included in Section 4: Forms. Refer to section 13 Technical Specifications for descriptions of the reference numbers contained in the Schedule of Rates and Prices. Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

- 8.2.1. **Bid Form.** Mark all entries in ink. As an alternative to hand writing the unit prices in the bid form, submit a typed bid form. A typed bid form is also accepted with the proper formatting.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

If a bid form contains both regular items for domestic steel or iron materials and replacement alternate items for foreign steel or iron materials, the Bidder must either:

- submit unit bid prices for domestic items only, or
- submit unit bid prices for both the domestic and foreign items.

- 8.2.2. **Bid Guaranty.** Provide a bid guaranty in the amount of 5% of the total bid amount. An electronic bid bond or printed bond by a authorized 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. Ensure the electronic bid bond meets the requirements of Section 2.8.1.2., "Bid Guaranty," and submit the electronic bid bond with the printed bid in the same sealed envelope, no checks will be accepted.

- 8.2.3. **Bid Bond.** Use the bid bond form provided by the Owner. Submit the bid bond with the powers of attorney attached and in the amount specified. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond completed as outlined in this section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with State law.

- 8.2.4. **Submittal of Bid.** Place the completed bid form, the bid bond, Schedule of Rates and Prices, and Vendor Reference Form in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement or in the bid documents. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

- 8.2.5. **Altering Bids.** Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

- 8.2.6. **Sales Tax.** Hays County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

- 8.2.7. **Per Unit Basis.** Prices must be good from the date of bid opening through the completion of the project. Bids that do not state a fixed price will not be considered.

- 8.2.8. **Withdrawing a Bid.** Submit a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. **OPENING AND READING OF BIDS**

At the time, date, and location specified in the official advertisement, the Owner will publicly open and read bids.

10. **TABULATING BIDS**

- 10.1. **Official Total Bid Amount.** The Owner will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount, except as provided in Section 2.11., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.
- 10.2. **Consideration of Bid Format.** When a Bidder submits both an electronic bid and a printed bid that is responsive, the unit bid prices in the printed bid will be used to determine the total bid amount. If the printed bid is incomplete or non-responsive, the electronic bid will be used in the tabulation of the total bid amount. If a bidder submits 2 or more printed bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.
- 10.3. **Rounding of Unit Prices.** The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.
- 10.4. **Interpretation of Unit Prices.** The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.
- 10.5. **Consideration of Unit Prices.**
- 10.5.1. **A + B Bidding.** The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:
- $$A + B1 + B2 + BX + \dots + BT$$
- The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the bid and the unit bid prices bid. The time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) provided on the bid documents. When partial days are bid they will be rounded up to the nearest whole day.
- The formula above determines the low Bidder and establishes the Contract time.
- 10.5.2. **"Buy America." - not required on this project**

11. CONSIDERATION OF BID ERRORS.

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the Owner within 5 business days after the date the bid is opened.
- Identify the items of work involved and include bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of the bid of the apparent low bidder and the Owner may consider the second responsive bid. The erring Contractor will not be allowed to bid the project if it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Owner.

12. TIE BIDS

If the official total bid amount for 2 or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If 2 or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss. The Letting Official will preside over the proceedings for the coin toss.

13. DOCUMENTS AND DESIGN

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.

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.

Item 3L

Award and Execution of Contract



1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within 60 days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner. The Owner reserves the right to award a contract for named project to a bidder on the basis of total low bid/or the best value for the County. Bidders must bid on all items in order to be considered responsive. The Owner reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the Owner.

1.1. **Award.** The Owner will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- The low Bidder withdraws its bid.
- The low Bidder fails to enter into a contract with the Owner after Award
- The second low Bidder's unit bid prices are reasonable.

1.2. **Rejection.** The Owner will reject the Contract if:

- Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future bids for the same Contract.
- The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids for the same Contract.
- The lowest bid is higher than the Owner's estimate and re-advertising for bids may result in a lower bid.
- Rejection of the Contract is in the best interest of the Owner.

1.3. **Deferral.** The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the bid guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

4. EXECUTION OF CONTRACT

Provide the following within 10 days after written notification of award of the Contract:

4.1. **Contract.** Executed by Contractor and Surety.

4.2.

Bonds. Executed performance bond and payment bond in the full amount of the Contract price with powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than \$25,000	None
\$25,000 to \$100,000	Payment
More than \$100,000	Performance and Payment

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.

4.3.

Insurance. Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable Certificate of Insurance.

Provide the Owner with a Certificate of Insurance verifying the types and amounts of coverage shown in **Section 11 Special Conditions**. The Certificate of Insurance must be in a form approved by the Owner. Any Certificate of Insurance provided must be available for public inspection.

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Section 11 Special Conditions either through their own coverage or through the Contractor's coverage.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities Contracts, provide All Risk Builder's Risk Insurance to protect the Owner against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Owner under the Lost Payable Clause.

For Contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the State and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this section will not be measured or paid for directly but will be subsidiary to pertinent items.

- 4.4. **Business Ownership Information.** Submit the names and social security numbers of all individuals owning 25% or more of the firm, or firms in the case of a joining venture, on the Department's form.

- 4.5. **List of Quoting Suppliers and Subcontractors.** For a construction Contract, submit a list of all suppliers and subcontractors that quoted on the Contract. Include names, addresses, telephone numbers, and types of work required.

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.

- 4.6. **Railroad Documents.** Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF BID GUARANTY

Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or by any state or federal agency.

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.

12. 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.

Item 4L

Scope of Work



1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

The proposed project will reconstruct the existing road at the FM 2770 at Flint Hills Driveway intersection. The project consists of, but is not limited to, construction of left turn lane and paved shoulders, earthwork, drainage structures, pavement markings, and erosion control facilities.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Owner. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges.

Work with the Owner to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator, while formal partnering uses the services of a facilitator (internal or external).

- 3.1. **Procedures for Partnering Meetings and Format.** Informal partnering is required, unless formal partnering is mutually agreed to instead of the informal partnering.
- 3.2. **Facilitators.** The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.
 - 3.2.1. **Internal Facilitators.** An Owner or Contractor internal (staff) facilitator may be selected as the facilitator at no additional cost to either party.
 - 3.2.2. **External Facilitators.** A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.
- 3.3. **Meetings and Arrangements.** Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances, including, but not limited to, audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to, Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

- 3.4. **Payment.** Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9.7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including, but not limited to, meals, travel, and lodging. Owner facilitators, if available, may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9.7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more or less than 25% from the original Contract quantity.

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

Table 1
Quantity-Based Price Adjustment Factors

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor when the Owner discovers differing site conditions. Unless directed otherwise, do not work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

6. REQUESTS FOR ADDITIONAL COMPENSATION

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Owner an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Owner to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

The Owner will not consider fees and interest on requests for additional compensation. Fees include, but are not limited to: preparation, attorney, printing, shipping, and various other fees.

Damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. For Contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Owner, submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner.

If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

- 6.1. **Standby Equipment Costs.** Payment will be made in accordance with Section 9.7.1.4.3., "Standby Equipment Costs."
- 6.2. **Project Overhead.** Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options:
- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
 - actual documented costs for the impacted period.
- Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.
- Time extensions and suspensions alone will not be justification for reimbursement for project overhead.
- 6.3. **Home Office Overhead.** The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The 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.

Item 5L

Control of the Work



1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work on behalf of the Owner. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as indicated in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

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.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No ¹
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No ^{1,2}
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, in the opinion of the Engineer.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract (including additional plans for non-site-specific work). Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's approval. Work performed beyond the lines and grades shown on the plans or any extra work performed without approval is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

- 3.1. **Acceptance of Defective or Unauthorized Work.** When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract price.
- 3.2. **Correction of Defective or Unauthorized Work.** When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Engineer has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans (including additional plans for non-site-specific work), special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. 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.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L through 9L and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary to administer the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work.

The Engineer may suspend the work without suspending working day charges until the Contractor complies with this requirement. All work associated with fulfilling this requirement is subsidiary to the various items of the Contract and no direct compensation will be made.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to active fire hydrants at all times unless approved by the Engineer.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. **Project-Specific Information.** Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.2. **Right of Entry Agreement (if required).** The process for obtaining a fully executed ROE Agreement will be as follows:

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction Contract.
- Partially execute the ROE Agreement and return it to the Department with the required insurance attached.
- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully-executed ROE Agreement from the railroad company, the Owner will forward the fully-executed ROE Agreement to the Contractor.

9. CONSTRUCTION SURVEYING

Use Method A unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Maintain the integrity of control points. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become due to the Contractor. Replace right of way markers under the direction of a RPLS. This work will be subsidiary to pertinent items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. **Method A.** The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control. At a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 miles in length. For projects greater than 2 miles in length, monuments will be set in pairs of 2 at a minimum of 2 miles based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place

construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. **Method B.** The Engineer will set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. **Method C.** Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection, or lack of inspection, will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

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.

- 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.

11. **FINAL CLEANUP**

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition. This work will not be paid for directly but will be considered subsidiary to items of the Contract.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Inspector may do so, or cause same to be done, at the Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

12. **FINAL ACCEPTANCE**

- 12.1. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

- 12.1.1. **Work Completed.** Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

- 12.1.2. **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, in cooperation with TxDOT, will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

- 12.1.3. **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 Contract Documents, the Inspector, with the concurrence of TxDOT, 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, Form FHWA-47 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.

- 12.1.4. **Final Measurement.** Final measurements and pay quantity adjustments may be made after final acceptance.
- 12.1.5. **Removal of Traffic Control Devices.** Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

Item 6L

Control of Materials



1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be reinspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

- 1.1. **Buy America.** Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:
- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater;
 - the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
 - the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

- 1.2. **Convict Produced Materials.** Materials produced by convict labor may only be incorporated in the work if such materials have been:
- produced by convicts who are on parole, supervised release, or probation from prison; or
 - produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this article, the Owner may have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. **SAMPLING, TESTING, AND INSPECTION**

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. **PLANT INSPECTION AND TESTING**

The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. **STORAGE OF MATERIALS**

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is subsidiary to the item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location (PSL), replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that specification.

10. HAZARDOUS MATERIALS

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the owner may contain hazardous materials. Except when the contract includes bid items for the contractor to remove hazardous materials, the Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. **Painted Steel Requirements.** Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. **Paint Removed by Third Party.** The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. **Paint Removed by the Contractor.** This work may only be performed by a firm or company with one of the following certifications:

- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, "Field Cleaning and Painting Steel."

- 10.2. **Removal and Disposal of Painted Steel.** Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, "Removing Structures," and Item 497, "Sale of Salvagable Material."

- 10.3. **Asbestos Requirements.** The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.

- 10.4. **Work Performed by a Third Party.** When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L

Legal Relations and Responsibilities



1. SAFETY

- 1.1. **Point of Contact.** Designate a Contractor Safety Point of Contact (CSPOC). The Owner will assign an Owner employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).

The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.

- 1.2. **Safety Preconstruction Meeting.** In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference." Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- Owner,
- local law enforcement, and
- other personnel that play an active role on the project.

- 1.3. **Public Safety and Convenience.** Ensure the safety and convenience of the public and property as provided in the Contract and as directed by the Engineer. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

Provide qualified flaggers in accordance with Item 502.2.2., "Flaggers," for the safety and convenience of the traveling public and workers, as directed.

If the Engineer determines that any of the requirements of this article have not been met, the Engineer may take any necessary corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

- 1.4. **Use of Blue Warning Lights.** Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

- 1.5. **Barricades, Warning and Detour Signs, and Traffic Handling.** Provide, install, move, replace, maintain, clean, and remove all traffic control devices in accordance with the traffic control devices specifications and as shown on the plans and as directed. If details are not shown on the plans, provide devices and work in

accordance with the TMUTCD and as directed by the Engineer. When authorized or directed by the Engineer, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, traffic control in accordance with the TMUTCD may be used for minor operations as approved. Removal or relocation of project limit advance warning signs does not imply final acceptance.

2. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

3. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7.6., "Preservation of Cultural and Natural Resources and the Environment."

4. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

5. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

6. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

6.1. **Cultural Resources.** Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

6.2. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3).** The Owner will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.

- 6.3. **Work in Waters of the United States.** For work in the right of way, the Owner will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.
- 6.4. **Work in Navigable Waters of the United States.** For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.
- 6.5. **Work Over the Recharge or Contributing Zone of Protected Aquifers.** Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by the TCEQ. Use best management practices and perform work in accordance with Contract requirements.
- 6.6. **Project-Specific Locations.** For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:
- Occupational Safety and Health Administration,
 - Texas Commission on Environmental Quality,
 - Texas Department of Transportation,
 - Texas Historical Commission,
 - Texas Parks and Wildlife Department,
 - Texas Railroad Commission,
 - U.S. Army Corps of Engineers,
 - U.S. Department of Energy,
 - U.S. Department of Transportation,
 - U.S. Environmental Protection Agency,
 - U.S. Federal Emergency Management Agency, and
 - U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within public right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

8. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including Owner employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities with jurisdiction.

9. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

10. USING EXPLOSIVES

Do not endanger life or property. The contractor is required to submit a written Blasting Plan if required by the plans or requested by the Engineer. The Owner retains the right to reject the blasting plan. Store all explosives securely and clearly mark all storage places with "DANGER – EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least a 48-hr. advance notice to the appropriate Road Master before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

11. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

12. ASBESTOS CONTAINING MATERIAL

In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Owner of demolition or renovation to the structures listed on the plans at least 30 calendar days before initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load-bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days before initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Owner will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation, or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in enough time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission by the Engineer. Repair all openings as directed by the Engineer. Payment for repair of surfaces opened by permission will be made in accordance with pertinent items or Article 4.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid directly but will be subsidiary.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502, "Barricades, Signs, and Traffic Handling." The following sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

- 16.1. **Overweight Construction Traffic Crossing Structures.** The Engineer may allow crossing of a structure not open to the public within the work locations, when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

- 16.2. **Construction Equipment Operating on Structures.** Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review and approval. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

- 16.3. **Loads on Structures.** Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

- 16.4. **Hauling Divisible Overweight Loads on Pavement Within the Work Locations.** The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the nonexecution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

- 17.1. **Reimbursable Repair.** Except for damage to appurtenances listed in Section 7.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:
- motor vehicle, watercraft, aircraft, or railroad-train incident;
 - vandalism; or
 - Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances.**

- 17.2.1. **Unreimbursed Repair.** Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:
- signs,
 - barricades,
 - changeable message signs, and
 - other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

- 17.2.2. **Reimbursed Repair.** Reimbursement will be made for repair of damage due to the causes listed in Section 7.17.1., "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

- 17.3. **Roadways and Structures.** Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

- 17.4. **Detours.** The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

- 17.5. **Relief from Maintenance.** The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

- 17.5.1. **Isolated Work Locations.** For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

- 17.5.2. **Work Except for Vegetative Establishment and Test Periods.** When all work for all or isolated work locations has been completed, including work for Article 5.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.
- 17.5.3. **Work Suspension.** When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.
- 17.5.4. **When Directed by the Engineer.** The Engineer may relieve the Contractor from the responsibility for maintenance when directed.
- 17.6. **Basis of Payment.** When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent items or Article 4.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. Definitions.

18.1.1. **Electrical Work.** Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes," and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low voltage and inherently power limited circuits such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work as long as no wiring, wiring connections, or conduit work is done at the time of assembly and placement.

18.1.2. **Specialized Electrical Work.** Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required under Item 504, "Field Office and Laboratory,"

- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any 3-phase electrical power.

18.1.3. **Certified Person.** A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Owner. Submit a current and valid certification upon request.

18.1.4. **Licensed Electrician.** A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements.** The qualifications required to perform electrical work and specialized electrical work are listed in Table 2.

Table 2
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement, etc.)	Licensed electrician or workers directly supervised by a licensed electrician

A licensed electrician must be physically present during all electrical work when Table 2 states that workers are to be directly supervised by a licensed electrician or certified person.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, "Electrical Conductors."

Item 8L

Prosecution and Progress



1. PROSECUTION OF WORK

Working day charges will begin 10 calendar days after the date of the written authorization to begin work.

Prosecute the work continuously to completion within the working days specified. Unless otherwise shown in the Contract documents, work may be prosecuted in concurrent phases if no changes are required in the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions. 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-contractors) which shall contain provisions that:

- preserve and protect the rights of the County, the Inspector, 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.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner, or any state or federal agency.

For federally funded Contracts, ensure the required federal documents are physically attached to each subcontract agreement including all tiered subcontract agreements.

For all DBE/HUB/SBE subcontracts including all tiered DBE/HUB/SBE subcontracts, submit a copy of the executed subcontract agreement.

Submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts when requested.

- 2.1. **Construction Contracts.** Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State or local funded Contract) excluding any items determined to be specialty items. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as directed by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and
- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this section.

- 2.2. **Payments to Subcontractors.** Report payments for DBE/HUB/SBE subcontracts including tiered DBE/HUB/SBE subcontracts in the manner as prescribed by the Owner.

- 2.3. **Payment Records.** Make payment records, including copies of cancelled checks, available for inspection by the Owner. Submit payment records upon request. Retain payment records for a period of 3 yr. following completion of the Contract work or as specified by the Owner.

Failure to submit this information to the Engineer by the 20th day of each month will result in the Owner taking actions, including, but not limited to, withholding estimates and suspending the work. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedules assume generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Owner will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Owner's conceptual time schedule.

The number of working days is established by the Contract. Working day charges will begin 10 calendar days after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

- 3.1. **Working Day Charges.** Working days will be charged in accordance with Section 8.3.1.4., "Standard Workweek," unless otherwise shown in the Contract documents. Working days will be computed and charged in accordance with one of the following:
 - 3.1.1. **Five-Day Workweek.** Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
 - 3.1.2. **Six-Day Workweek.** Working days will be charged Monday through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
 - 3.1.3. **Seven-Day Workweek.** Working days will be charged Monday through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission. If work is performed on any of these holidays requiring an Inspector to be present, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
 - 3.1.4. **Standard Workweek.** Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7 A.M. and 6 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

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.

- 3.1.5. **Calendar Day.** Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

- 3.1.6. **Other.** Working days will be charged as shown in the Contract documents.
- 3.2. **Restricted Work Hours.** Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this article unless otherwise shown in the Contract documents.
- 3.3. **Nighttime Work.** Nighttime work is allowed only when shown in the Contract documents or as directed. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.
- 3.3.1. **Five-, Six-, and Seven-Day Workweeks.** Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.
- 3.3.2. **Standard Workweek.**
- 3.3.2.1. **Nighttime Work Only.** When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," unless otherwise shown in the Contract documents.
- 3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector.** When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract documents. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., "Nighttime Work Only."
- 3.4. **Time Statements.** The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules. Project schedules are used to convey the Contractor's intended work plan to the Owner. Prepare project schedules with a level of effort sufficient for the work being performed. Project schedules will not be used as a basis to establish the amount of work performed or for the preparation of the progress payments.

- 5.1. **Project Scheduler.** Designate an individual who will develop and maintain the progress schedule. The Project Scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule at the Preconstruction Meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Construction Details.** Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract documents. At a minimum, prepare the progress schedule as a Bar Chart or Critical Path Method (CPM), as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

5.3. **Schedule Format.** Format all project schedules according to the following:

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project;
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity; and
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- Clearly and accurately identify the critical path as the longest continuous path;
- Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format.** For each activity on the project schedule provide:

- A concise description of the work represented by the activity;
- An activity duration in whole working days;
- Code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

5.5. **Schedule Types.**

5.5.1. **Bar Chart.** Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews.** Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method.** Prepare and submit the schedule using the CPM.

5.5.2.1. **Preliminary Schedule.** Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing work to be performed within the first 90 calendar days of the project.

5.5.2.2. **Baseline Schedule.** The baseline schedule will be considered the Contractor's plan to successfully construct the project within the time frame and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 plots of the schedule: one organized with the activities logically grouped using the activity coding; and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days of the project unless the time for submission is extended.

- 5.5.2.2.1. **Review.** Within 15 calendar days of receipt of the schedule, the Engineer will evaluate, and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day of the project unless the time for submission is extended.

- 5.5.2.3. **Progress Schedule.** Maintain the project schedule for use by both the Contractor and the Engineer. Submit both the plotted and electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (such as holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- The actual start dates for activities started;
- The actual finish dates for activities completed;
- The percentage of work completed and remaining duration for each activity started but not yet completed; and
- The calendars to show days actual work was performed on the various work activities.

The cut-off day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

- 5.5.2.3.1. **Project Schedule Summary Report (PSSR).** When shown on the plans, provide the PSSR instead of the narrative required in Section 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

- 5.5.3. **Notice of Potential Time Impact.** Submit a "Notice of Potential Time Impact" when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the time frames outlined above will compromise the Owner's ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

- 5.5.4. **Time Impact Analysis.** When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps:

- **Step 1.** Establish the status of the project immediately before the impact.
- **Step 2.** Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3.** Track the effects of the impact on the schedule during its occurrence.
- **Step 4.** Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved, Steps 1, 3, and 4, must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will only be considered when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

Liquidated Damages. If work is not substantially complete within the contract time, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages

occasioned by the delay) the amount of \$750 (seven hundred fifty dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the Owner for the amount thereof.

Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

- Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- Any acts of the County;
- Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

7. DEFAULT OF THE CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- is uncooperative, disruptive or threatening,
- fails to perform the work in accordance with the Contract requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the Engineer's approval,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so,
- fails to conduct the work in an acceptable manner, or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. The Owner will also provide written notice of default to the Surety. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Working day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Section 8.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations.

The Owner will determine the method used for the completion of the remaining work as follows:

- **Contracts without Performance Bonds.** The Owner will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.

- **Contracts with Performance Bonds.** The Owner will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety. 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.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8.2., "Subcontracting," and abide by the DBE/HUB/SBE commitments previously approved by the Owner .

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. **Wrongful Default.** Submit a written request to the Owner within 14 calendar days of receipt of the notice of default for consideration of wrongful default.

The Owner will determine if the Contractor has been wrongfully defaulted, and will proceed with the following:

- If the Owner determines the default is proper, the default will remain. If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure."
- If the Owner determines it was a wrongful default, the Owner will terminate the Contract for convenience, in accordance with Article 8.8., "Termination of the Contract."

8. TERMINATION OF THE CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;

- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the Owner or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. **Procedures and Submittals.** The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice;
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved;
- terminate all subcontracts to the extent they relate to the work terminated;
- complete performance of the work not terminated;
- settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. **Settlement Provisions.** Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs including:

- all work completed at the unit bid price and partial payment for incomplete work;
- the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts;
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- other expenses acceptable to the Owner.

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.

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.

Item 9L

Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

- 1.1. **Linear Measurement.** Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

- 1.2. **Volume Measurement.** Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

- 1.3. **Weight Measurement.** Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

- 1.3.1. **Hauling on Routes Accessible to the Traveling Public.** For payment purposes on haul routes accessible to the traveling public, the net weight of the load will be calculated as follows:
- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
 - If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.
- 1.3.2. **Hauling on Routes Not Accessible to the Traveling Public.** For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:
- If the gross vehicle weight is less than the maximum allowed, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
 - If the gross vehicle weight is more than the maximum allowed, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual item is less than \$250 and the item is not originally a plans quantity item, then the item may be paid as a plans quantity item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that item, except as provided for in Article 4.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the item of work under the Contract. Until final acceptance in accordance with Article 5.12., "Final Acceptance," assume liability for completing the work according to the Contract documents and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

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 be 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.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials that have an invoice cost of at least \$1,000 in the request for MOH payment.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is \$0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records, and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these records daily, signed by the Contractor's representative, for verification by the Engineer. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than \$10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

7.1. **Markups.** Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. **Labor.** Compensation will be made for payroll rates for each hour that the labor, foremen, or other approved workers are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. **Insurance and Taxes.** An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials.** Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment.** Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

7.1.4.1. **Contractor-Owned Equipment.** For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hours will be paid during a 24-hour day, nor more than 40 hours per week, nor more than 176 hours per month, except when time is computed using a six-day or seven-day workweek. When using a six-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 48 hours per week, nor more than 211 hours per month. When using a seven-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 56 hours per week, nor more than 246 hours per month.

- 7.1.4.2. **Equipment Not Owned by the Contractor.** For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable *Rental Rate Blue Book* rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

- 7.1.4.3. **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that:

- 7.1.4.3.1. **Contractor-Owned Equipment.** For Contractor-owned machinery, trucks, power tools, or other equipment:
- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
 - Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

- 7.1.4.3.2. **Equipment Not Owned by the Contractor.** For equipment rented from a third party not owned by the Contractor:
- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
 - Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
 - Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

- 7.1.5. **Subcontracting.** An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.

- 7.1.6. **Law Enforcement.** An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

- 7.1.7. **Railroad Flaggers.** An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.

- 7.1.8. **Bond Cost.** An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner will withhold 5% retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Owner; and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

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.

FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

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 Specification 3062

Polymeric Composite Paving Geogrid for Asphalt Pavement Overlay Reinforcement

1. DESCRIPTION

Furnish and install a high strength polymeric composite paving interlayer (the reinforcement material), within the pavement structure to provide mitigation against reflective crack propagation. The reinforcement material shall be composed of a polymeric grid structure (geogrid) that is covered by a polymeric textile fabric (geotextile) on one or both sides.

- 1.1. **Project Meeting Requirement** Before installing the reinforcement material, a pre-construction meeting shall be arranged at a mutually agreed site whereby the manufacturer's representative, prime contractor and paving interlayer subcontractor(s) (installer) shall be present. Notification of the meeting date and times shall be sent out by the Engineer not less than two weeks prior to the scheduled meeting.

A manufacturer's representative must be present, at minimum, for the first day of installation and available upon request by the Engineer throughout the length of the project duration required for the installation of the reinforcement material.

2. MATERIAL

- 2.1. **Polymeric Composite Paving Geogrid** The reinforcement material shall meet the requirements as set forth in Table 1. The reinforcement material shall be bituminous coated. Glass reinforcements shall not be considered for this specification. Provide independent laboratory results showing polymeric composite paving geogrid meets Table 1 to the Engineer at the pre-construction meeting or no later than five working days prior to installation.

Table 1
Polymeric Paving Geogrid Properties

Property	Test Method	Min	Max
Mass/Unit Area, (oz/yd ²)	ASTM D 5261	8	
Aperture Size, (in.)			1.5 x 1.5
Tensile Strength, lb/ft Machine Direction (MD) Cross-Machine Direction (CMD)	ASTM D 6637	3,425 3,425	
Tensile Strength at 3% Strain, lb/ft Machine Direction (MD) Cross-Machine Direction (CMD)	ASTM D 6637	835 835	
Identification of Fibers, °F (°C)	ASTM D 276	490 (255)	
Asphalt Retention, gal/sy	ASTM D-6140	0.10	

- 2.2. **Storage and Handling.** Store the reinforcement material in accordance with the manufacturer's recommendations in a dry covered condition free from dust, dirt, and moisture exposure.
- 2.3. **Tack Coat.** Furnish AC-20-5TR that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with the specification. The Engineer will obtain the sample from the asphalt distributor immediately before use. Upon approval of the Engineer, a PG grade or emulsified asphalt tack coat binder may be used. Technical data specifications must be submitted at the preconstruction meeting.

3. CONSTRUCTION

- 3.1. **Surface Preparation.** Prepare the surface by removing raised pavement markers and dirt, sand, leaves, and other loose impediments from the surface before placing any material. The surface must be dry before applying tack coat binder. All vegetation and organic material shall be removed from the existing surface prior to tack coat placement. All pavement defects must be corrected as directed by the engineer or as shown on the plans.
- Do not begin work when in the judgement of the Engineer weather conditions may not be suitable for paving. The air temperature must be 50°F and rising for placement of the asphalt tack coat or at the discretion of the Engineer.
- 3.2. **Tack Coat.** Apply a uniform tack coat at the manufacturer's recommended application rate for the existing pavement conditions. Apply the tack coat in a uniform manner to avoid streaks and other irregularities and or patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Apply tack coat to an area four inches wider than the reinforcement material, and wide enough to cover any overlaps.
- 3.3. **Reinforcement Material Placement.** In accordance with manufacturer's recommendations, place the reinforcement material, with the textile fabric directly on top of the tack coat and the grid facing up to the new asphalt, with minimum folds or wrinkles. Folds or wrinkles greater than 1 in. in height must be slit and laid flat or pulled out in the direction of paving. Apply additional tack coat as needed to repaired areas, or to any other areas as directed by the Engineer, to achieve an adequate bond to the substrate. Remove and replace damaged material that has excessive cuts, tears and or any other apparent damage in accordance with the manufacturer's recommendations.
- Broadcast clean sand or loose asphalt mix to blot any excess tack coat that bleeds through the reinforcement material. Remove excess sand from the interlayer prior to placing the hot mix asphalt overlay. Do not power broom the reinforcement material as this may cause tearing and damage to the material surface.
- Do not allow traffic, except required construction traffic, on the reinforcement material, unless approved by the Engineer. If traffic is permitted on the reinforcement material, lightly broadcast clean sand over the reinforcement material and remove the sand prior to paving.
- Overlap longitudinal joints by a minimum of 4 in. Overlap transverse joints by a minimum of 6 in. Overlaps shall be tacked sufficiently such that the overlapping material will not become loose during paving. Do not apply additional tack on top of the reinforcement material.

4. MEASUREMENT

- 4.1. **Tack Coat.** Tack coat material will be measured in gallons at the applied temperature by strapping the distributor tank before and after road application.
- 4.2. **Polymeric Composite Paving Geogrid** The reinforcement material will be measured and paid for by the square yard of roadway on which it is placed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit prices in the bid documents. This price is full compensation for cleaning the existing pavement, furnishing, preparing, hauling and placing all materials; for all labor, tools, equipment and incidentals necessary to complete the work.

Special Specification 3076

Dense-Graded Hot-Mix Asphalt



1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Payment adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 3076.4.9.4., "Exempt Production."

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

- 2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials, unless otherwise shown on the plans. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement unless otherwise shown on the plans. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.1.2. **Micro-Deval Abrasion.** The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$$

where:

$Mg_{est.}$ = magnesium sulfate soundness loss

$MD_{act.}$ = actual Micro-Deval percent loss

$RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Soils and Aggregates Section of the Materials and Tests Division, and additional testing may be required before granting approval.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

2.1.3.

Fine Aggregate. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Unless otherwise shown on the plans, up to 10% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F , Part I	1.5
Decantation, %, Max	Tex-217-F , Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count, ² %, Min	Tex-460-A , Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Sand equivalent, %, Min	Tex-203-F	45

1. Used to estimate the magnesium sulfate soundness loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion."
2. Only applies to crushed gravel.

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
- meets the gradation requirements in Table 3, unless otherwise shown on the plans.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3.

Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4.

Asphalt Binder. Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized tack coat materials listed on the Department's MPL are allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.
- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.
- 2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.
- 2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.
- WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.
- Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.
- 2.6.3. **Compaction Aid.** Compaction Aid is defined as a chemical warm mix additive that is used to produce an asphalt mixture at a discharge temperature greater than 275°F.
- Compaction Aid is allowed for use on all projects and is required when shown on the plans.
- 2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Use of RAS is restricted to only intermediate and base mixes unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine the asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#), Part I. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.
- Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:
- **Surface.** The final HMA lift placed at the top of the pavement structure or placed directly below mixtures produced in accordance with Items 316, 342, 347, or 348;
 - **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
 - **Base.** Mixtures placed greater than 8.0 in. from the riding surface. Unless otherwise shown on the plans, mixtures used for bond breaker are defined as base mixtures.
- 2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Fractionated RAP is defined as a stockpile that contains RAP material with a minimum of 95.0% passing the 3/8-in. or 1/2-in. sieve, before burning in the ignition oven, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP¹

Maximum Allowable Fractionated RAP (%)		
Surface	Intermediate	Base
15.0	25.0	30.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.

2.7.2.

RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is not permitted in surface mixtures unless otherwise shown on the plans. RAS may be used in intermediate and base mixtures unless otherwise shown on the plans. Up to 3% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 3.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

Substitute Binders. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if using recycled materials, and if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder for Surface Mixes	Allowable Substitute PG Binder for Intermediate and Base Mixes	Maximum Ratio of Recycled Binder ¹ to Total Binder (%)		
			Surface	Intermediate	Base
76-22 ^{4,5}	70-22	70-22	10.0	20.0	25.0
70-22 ^{2,5}	N/A	64-22	10.0	20.0	25.0
64-22 ^{2,3}	N/A	N/A	10.0	20.0	25.0
76-28 ^{4,5}	70-28	70-28	10.0	20.0	25.0
70-28 ^{2,5}	N/A	64-28	10.0	20.0	25.0
64-28 ^{2,3}	N/A	N/A	10.0	20.0	25.0

1. Combined recycled binder from RAP and RAS. RAS is not permitted in surface mixtures unless otherwise shown on the plans.
2. Binder substitution is not allowed for surface mixtures.
3. Binder substitution is not allowed for intermediate and base mixtures.
4. Use no more than 10.0% recycled binder in surface mixtures when using this originally specified PG binder.
5. Use no more than 20.0% recycled binder when using this originally specified PG binder for intermediate mixtures. Use no more than 25.0% recycled binder when using this originally specified PG binder for base mixtures.

3.

EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4.

CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

4.1.

Certification. Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist. Provide Level 1A certified specialists at the plant during production operations. Provide Level 1B certified specialists to conduct placement tests. Provide AGG101 certified specialists for aggregate testing.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level ¹
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A/AGG101
Dry sieve	Tex-200-F, Part I	✓	✓	1A/AGG101
Washed sieve	Tex-200-F, Part II	✓	✓	1A/AGG101
Deleterious material	Tex-217-F, Parts I & III	✓	✓	AGG101
Decantation	Tex-217-F, Part II	✓	✓	AGG101
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Crushed face count	Tex-460-A	✓	✓	AGG101
Flat and elongated particles	Tex-280-F	✓	✓	AGG101
Linear shrinkage	Tex-107-E	✓	✓	AGG101
Sand equivalent	Tex-203-F	✓	✓	AGG101
Organic impurities	Tex-408-A	✓	✓	AGG101
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F, Parts I & VI	✓	✓	1A
Rice gravity	Tex-227-F, Part II	✓	✓	1A
Ignition oven correction factors ²	Tex-236-F, Part II	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	1A
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Selecting production random numbers	Tex-225-F, Part I		✓	1A
Mixture sampling	Tex-222-F	✓	✓	1A/1B
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F, Parts I & VI	✓	✓	1A
Rice gravity	Tex-227-F, Part II	✓	✓	1A
Gradation & asphalt binder content ²	Tex-236-F, Part I	✓	✓	1A
Control charts	Tex-233-F	✓	✓	1A
Moisture content	Tex-212-F, Part II	✓	✓	1A/AGG101
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Boil test	Tex-530-C	✓	✓	1A
Abson recovery	Tex-211-F		✓	TxDOT
5. Placement Testing				
Selecting placement random numbers	Tex-225-F, Part II		✓	1B
Trimming roadway cores	Tex-251-F, Parts I & II	✓	✓	1A/1B
In-place air voids	Tex-207-F, Parts I & VI	✓	✓	1A
In-place density (nuclear method)	Tex-207-F, Part III	✓		1B
Establish rolling pattern	Tex-207-F, Part IV	✓		1B
Control charts	Tex-233-F	✓	✓	1A
Ride quality measurement	Tex-1001-S	✓	✓	Note 3
Segregation (density profile)	Tex-207-F, Part V	✓	✓	1B
Longitudinal joint density	Tex-207-F, Part VII	✓	✓	1B
Thermal profile	Tex-244-F	✓	✓	1B
Shear Bond Strength Test	Tex-249-F		✓	TxDOT

- Level 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
- Refer to Section 3076.4.9.2.3., "Production Testing," for exceptions to using an ignition oven.
- Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2.

Reporting and Responsibilities. Use Department-provided templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment adjustment less than 1.000, or that fails to meet the specification requirements. Record and electronically submit all test results and pertinent information on Department-provided templates.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Reporting Schedule			
Description	Reported By	Reported To	To Be Reported Within
Production Quality Control			
Gradation ¹	Contractor	Engineer	1 working day of completion of the subplot
Asphalt binder content ¹			
Laboratory-molded density ²			
Moisture content ³			
Boil test ³			
Production Quality Assurance			
Gradation ³	Engineer	Contractor	1 working day of completion of the subplot
Asphalt binder content ³			
Laboratory-molded density ¹			
Hamburg Wheel test ⁴			
Boil test ³			
Binder tests ⁴			
Placement Quality Control			
In-place air voids ²	Contractor	Engineer	1 working day of completion of the lot
Segregation ¹			
Longitudinal joint density ¹			
Thermal profile ¹			
Placement Quality Assurance			
In-place air voids ¹	Engineer	Contractor	1 working day after receiving the trimmed cores ⁵
Segregation ³			1 working day of completion of the lot
Longitudinal joint density ³			
Thermal profile ³			
Aging ratio ⁴			
Payment adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every subplot.
2. Optional test. When performed on split samples, report the results as soon as they become available.
3. To be performed at the frequency specified in Table 16 or as shown on the plans.
4. To be reported as soon as the results become available.
5. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided template to calculate all payment adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the payment adjustment summary documentation for the lot.

Use the procedures described in [Tex-233-F](#) to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each subplot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

- 4.3. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

- 4.3.1. **Project Personnel.** For project personnel, include:

- a list of individuals responsible for QC with authority to take corrective action;
- current contact information for each individual listed; and
- current copies of certification documents for individuals performing specified QC functions.

- 4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:

- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
- aggregate stockpiling procedures to avoid contamination and segregation;
- frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
- procedure for monitoring the quality and variability of asphalt binder.

- 4.3.3. **Production.** For production, include:

- loader operation procedures to avoid contamination in cold bins;
- procedures for calibrating and controlling cold feeds;
- procedures to eliminate debris or oversized material;
- procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistripping, WMA);
- procedures for reporting job control test results; and
- procedures to avoid segregation and drain-down in the silo.

- 4.3.4. **Loading and Transporting.** For loading and transporting, include:

- type and application method for release agents; and
- truck loading procedures to avoid segregation.

- 4.3.5. **Placement and Compaction.** For placement and compaction, include:

- proposed agenda for mandatory pre-paving meeting, including date and location;
- proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
- type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
- procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
- process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
- paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
- procedures to construct quality longitudinal and transverse joints.

4.4. Mixture Design.

4.4.1. **Design Requirements.** The Contractor will design the mixture using a Superpave Gyratory Compactor (SGC). A Texas Gyratory Compactor (TGC) may be used when shown on the plans. Use the dense-graded design procedure provided in [Tex-204-F](#). Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.4.1.1. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to at least 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	—	—	—	—
1-1/2"	100.0 ¹	—	—	—
1"	98.0–100.0	100.0 ¹	—	—
3/4"	84.0–98.0	95.0–100.0	100.0 ¹	—
1/2"	—	—	98.0–100.0	100.0 ¹
3/8"	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum				
—	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum				
—	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (SGC)	Tex-207-F	96.0
Design gyrations (N _{design} for SGC)	Tex-241-F	50 ¹
Indirect tensile strength (dry), psi	Tex-226-F	85–200 ²
Boil test ³	Tex-530-C	–

1. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
2. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
3. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm ¹ Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000 ²
PG 70		15,000 ³
PG 76 or higher		20,000

1. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the N_{design} level (SGC) to at least 35 gyrations.
2. May be decreased to at least 5,000 passes when shown on the plans.
3. May be decreased to at least 10,000 passes when shown on the plans.

4.4.1.2. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.4.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or N_{design} level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than 2 trial batches per design are required.

4.4.2.1. **Contractor's Responsibilities.**

4.4.2.1.1. **Providing Gyratory Compactor.** Use a SGC calibrated in accordance with [Tex-241-F](#) to design the mixture in accordance with [Tex-204-F](#), Part IV, for molding production samples. Locate the SGC, if used, at the Engineer's field laboratory and make the SGC available to the Engineer for use in molding production samples. Furnish a TGC calibrated in accordance with [Tex-914-K](#) when shown on the plans to design the mixture in accordance with [Tex-204-F](#), Part I, for molding production samples.

4.4.2.1.2. **Gyratory Compactor Correlation Factors.** Use [Tex-206-F](#), Part II, to perform a gyratory compactor correlation when the Engineer uses a different gyratory compactor. Apply the correlation factor to all subsequent production test results.

4.4.2.1.3. **Submitting JMF1.** Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.

- 4.4.2.1.4. **Supplying Aggregates.** Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.
- 4.4.2.1.5. **Supplying Asphalt.** Provide at least 1 gal. of the asphalt material and enough quantities of any additives proposed for use.
- 4.4.2.1.6. **Ignition Oven Correction Factors.** Determine the aggregate and asphalt correction factors from the ignition oven in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.
- 4.4.2.1.7. **Boil Test.** Perform the test and retain the tested sample from [Tex-530-C](#) until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.
- 4.4.2.1.8. **Trial Batch Production.** Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.
- 4.4.2.1.9. **Trial Batch Production Equipment.** Use only equipment and materials proposed for use on the project to produce the trial batch.
- 4.4.2.1.10. **Trial Batch Quantity.** Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.
- 4.4.2.1.11. **Number of Trial Batches.** Produce trial batches as necessary to obtain a mixture that meets the specification requirements.
- 4.4.2.1.12. **Trial Batch Sampling.** Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with [Tex-222-F](#). Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.
- 4.4.2.1.13. **Trial Batch Testing.** Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel requirement in Table 10. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.
- 4.4.2.1.14. **Development of JMF2.** Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.
- 4.4.2.1.15. **Mixture Production.** Use JMF2 to produce Lot 1 as described in Section 3076.4.9.3.1.1., "Lot 1 Placement," after receiving approval for JMF2 and a passing result from the Department's or a Department-approved

laboratory's Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor's risk without receiving the results from the Department's Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

4.4.2.1.16. **Development of JMF3.** Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.2.1.17. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

4.4.2.1.18. **Requesting Referee Testing.** Use referee testing, if needed, in accordance with Section 3076.4.9.1., "Referee Testing," to resolve testing differences with the Engineer.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer ¹
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0 ^{2,3}	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 ^{2,3}	±3.0
% passing the #200 sieve			±2.0 ^{2,3}	±1.6
Asphalt binder content, %	Tex-236-F	±0.5	±0.3 ³	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, min	Tex-204-F	Note ⁴	Note ⁴	N/A
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	N/A	±0.020

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

4.4.2.2. **Engineer's Responsibilities.**

4.4.2.2.1. **Gyratory Compactor.** For SGC mixtures designed in accordance with [Tex-204-F](#), Part IV, the Engineer will use a Department SGC, calibrated in accordance with [Tex-241-F](#), to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

For TGC mixtures designed in accordance with [Tex-204-F](#), Part I, the Engineer will use a Department TGC, calibrated in accordance with [Tex-914-K](#), to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch.** The Engineer will review and verify conformance of the following information within 2 working days of receipt:

- the Contractor's mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;
- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor's mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion." If the Engineer's test results are pending after two working days, conditional approval of JMF1 will still be granted within two working days of receiving JMF1. When the Engineer's test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

4.4.2.2.4. **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old.

4.4.2.2.5. **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- [Tex-226-F](#), to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- [Tex-530-C](#), to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer's results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2.** The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production.** The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department's or Department-approved laboratory's sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor's expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes.** JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed the maximum production temperatures listed in Table 12 (or 275°F for WMA). The Department will not pay for or allow placement of any mixture produced above the maximum production temperatures listed in Table 12.

Table 12
Maximum Production Temperature

High-Temperature Binder Grade ¹	Maximum Production Temperature
PG 64	325°F
PG 70	335°F
PG 76	345°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with

[Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

- 4.6. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 3076.4.7.3.3., "Hauling Equipment." Use other hauling equipment only when allowed.

- 4.7. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines and are not placed in the wheel path, or as directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 13 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 13
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.7.1. **Weather Conditions.**

- 4.7.1.1. **When Using a Thermal Imaging System.** Place mixture when the roadway surface is dry and the roadway surface temperature is at or above the temperatures listed in Table 14A. The Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 3076.4.7.3.1.2., "Thermal Imaging System."

Table 14A
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	35	40
PG 70	45 ²	50 ²
PG 76	45 ²	50 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture or when using WMA.

4.7.1.2.

When Not Using a Thermal Imaging System. When using a thermal camera instead of the thermal imaging system, place mixture when the roadway surface temperature is at or above the temperatures listed in Table 14B unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

Table 14B
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	45	50
PG 70	55 ²	60 ²
PG 76	60 ²	60 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture, when using WMA, or utilizing a paving process with equipment that eliminates thermal segregation. In such cases, for each sublot and in the presence of the Engineer, use a hand-held thermal camera operated in accordance with [Tex-244-F](#) to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

4.7.2.

Tack Coat.

4.7.2.1.

Application. Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply the tack coat to all surfaces that will come in contact with the subsequent HMA placement, unless otherwise directed. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

4.7.2.2.

Sampling. The Engineer will obtain at least one sample of the tack coat binder per project in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will notify the Contractor when the sampling will occur and will witness the collection of the sample from the asphalt distributor immediately before use.

For emulsions, the Engineer may test as often as necessary to ensure the residual of the emulsion is greater than or equal to the specification requirement in Item 300, "Asphalts, Oils, and Emulsions."

- 4.7.3. **Lay-Down Operations.** Use the placement temperatures in Table 15 to establish the minimum placement temperature of the mixture delivered to the paver.

Table 15
Minimum Mixture Placement Temperature

High-Temperature Binder Grade ¹	Minimum Placement Temperature (Before Entering Paver) ^{2,3}
PG 64	260°F
PG 70	270°F
PG 76	280°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Minimum placement temperatures may be reduced 10°F if using a chemical WMA additive as a compaction aid.
3. When using WMA, the minimum placement temperature is 215°F.

- 4.7.3.1. **Thermal Profile.** Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with [Tex-244-F](#). Thermal profiles are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas."
- 4.7.3.1.1. **Thermal Segregation.**
- 4.7.3.1.1.1. **Moderate.** Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as moderate thermal segregation.
- 4.7.3.1.1.2. **Severe.** Any areas that have a temperature differential greater than 50°F are deemed as severe thermal segregation.
- 4.7.3.1.2. **Thermal Imaging System.** Review the output results when a thermal imaging system is used, and provide the automated report described in [Tex-244-F](#) to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots daily or upon completion of the project or as requested by the Engineer.
- 4.7.3.1.3. **Thermal Camera.** When using a thermal camera instead of the thermal imaging system, take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., "Segregation (Density Profile)." Provide the Engineer with the thermal profile of every subplot within one working day of the completion of each lot. When requested by the Engineer, provide the thermal images generated using the thermal camera. Report the results of each thermal profile in accordance with Section 3076.4.2., "Reporting and Responsibilities." The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., "Segregation (Density Profile)." Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.
- 4.7.3.2. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.7.3.3. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.

4.7.3.4. **Screed Heaters.** Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 3076.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.

4.8. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.9%. Areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. **Acceptance Plan.** Payment adjustments for the material will be in accordance with Article 3076.6., "Payment."

Sample and test the hot-mix on a lot and subplot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in payment factors of at least 1.000, if the production payment factor given in Section 3076.6.1., "Production Payment Adjustment Factors," for two consecutive lots or the placement pay factor given in Section 3076.6.2., "Placement Payment Adjustment Factors," for two consecutive lots is below 1.000.

4.9.1. **Referee Testing.** The Materials and Tests Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within five working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the subplot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to

be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than three referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Materials and Tests Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish payment adjustment factors for the subplot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement payment adjustment factor for any subplot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 3076.6.2.2., "Placement Sublots Subject to Removal and Replacement."

4.9.2. **Production Acceptance.**

4.9.2.1. **Production Lot.** A production lot consists of four equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately three to four sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 to confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

4.9.2.1.1. **Incomplete Production Lots.** If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 3076.6.1., "Production Payment Adjustment Factors." Close all lots within five working days unless otherwise allowed.

4.9.2.2. **Production Sampling.**

4.9.2.2.1. **Mixture Sampling.** Obtain hot-mix samples from trucks at the plant in accordance with [Tex-222-F](#). The sampler will split each sample into three equal portions in accordance with [Tex-200-F](#) and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

4.9.2.2.1.1. **Random Sample.** At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with [Tex-225-F](#). Take one sample for each subplot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.

4.9.2.2.1.2. **Blind Sample.** For one subplot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with [Tex-225-F](#) for any subplot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

4.9.2.2.2. **Informational Shear Bond Strength Testing.** Select one random subplot from Lot 2 or higher for shear bond strength testing. Obtain full depth cores in accordance with [Tex-249-F](#). Label the cores with the Control Section Job (CSJ), producer of the tack coat, mix type, shot rate, lot, and subplot number and provide to the

Engineer. The Engineer will ship the cores to the Materials and Tests Division or district laboratory for shear bond strength testing. Results from these tests will not be used for specification compliance.

4.9.2.2.3.

Asphalt Binder Sampling. Obtain a 1-qt. sample of the asphalt binder witnessed by the Engineer for each lot of mixture produced. The Contractor will notify the Engineer when the sampling will occur. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill and upstream from the introduction of any additives in accordance with [Tex-500-C](#), Part II. Label the can with the corresponding lot and subplot numbers, producer, producer facility location, grade, district, date sampled, and project information including highway and CSJ. The Engineer will retain these samples for one year. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample and upon request of the Contractor, the Engineer will split a sample of the asphalt binder with the Contractor.

At least once per project, the Engineer will collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD to verify compliance with Item 300, "Asphalts, Oils, and Emulsions" and will retain the other split sample for one year.

4.9.2.3.

Production Testing. The Contractor and Engineer must perform production tests in accordance with Table 16. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 97.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#), Part I does not yield reliable results. Provide evidence that results from [Tex-236-F](#), Part I are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

Table 16
Production and Placement Testing Frequency

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	1 per subplot	1 per 12 sublots ¹
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	Tex-207-F	N/A	1 per subplot ¹
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	Tex-204-F	1 per subplot	1 per project
Segregation (density profile) ²	Tex-207-F , Part V		
Longitudinal joint density	Tex-207-F , Part VII		
Moisture content	Tex-212-F , Part II	When directed	1 per project
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	
Asphalt binder content	Tex-236-F	1 per subplot	
Hamburg Wheel test	Tex-242-F	N/A	
Recycled Asphalt Shingles (RAS) ³	Tex-217-F , Part III	N/A	
Thermal profile ²	Tex-244-F	1 per subplot	
Asphalt binder sampling and testing	Tex-500-C , Part II	1 per lot (sample only) ⁴	
Tack coat sampling and testing	Tex-500-C , Part III	N/A	
Boil test ⁵	Tex-530-C	1 per lot	
Shear Bond Strength Test ⁶	Tex-249-F	1 per project (sample only)	

1. For production defined in Section 3076.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
2. Not required when a thermal imaging system is used.
3. Testing performed by the Materials and Tests Division or designated laboratory.
4. Obtain witnessed by the Engineer. The Engineer will retain these samples for one year.
5. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
6. Testing performed by the Materials and Tests Division or District for informational purposes only.

4.9.2.4. **Operational Tolerances.** Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation.** Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A subplot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances in Table 11 for three consecutive sublots on the same sieve or four consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content.** A subplot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any subplot.

4.9.2.4.3. **Voids in Mineral Aggregates (VMA).** The Engineer will determine the VMA for every subplot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any subplot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on two consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that does not

meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment.

- 4.9.2.4.4. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Materials and Tests Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

- 4.9.2.5. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance.**

- 4.9.3.1. **Placement Lot.** A placement lot consists of four placement sublots. A placement subplot consists of the area placed during a production subplot.

- 4.9.3.1.1. **Lot 1 Placement.** Placement payment adjustments greater than 1.000 for Lot 1 will be in accordance with Section 3076.6.2., "Placement Payment Adjustment Factors"; however, no placement adjustment less than 1.000 will be assessed for any subplot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any subplot with in-place air voids less than 2.7% or greater than 9.9%.

- 4.9.3.1.2. **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 3076.4.9.2.1.1., "Incomplete Production Lots," excluding areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production subplot.

- 4.9.3.1.3. **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and payment adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

- 4.9.3.1.4. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 13. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of

pavement unless another rate is shown on the plans. When "level up" is listed as part of the item bid description code, a payment adjustment factor of 1.000 will be assigned for all placement sublots as described in Article 3076.6, "Payment." Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 3076.4.8., "Compaction." Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

4.9.3.2.

Placement Sampling. The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the subplot is completed. Mark the roadway location at the completion of each subplot and record the station number. Determine one random sample location for each placement subplot in accordance with [Tex-225-F](#). Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the subplot and a 1.000 pay factor will be assigned to that subplot.

Provide the equipment and means to obtain and trim roadway cores on site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement subplot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement subplot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-251-F](#) if the core heights meet the minimum untrimmed value listed in Table 13. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and subplot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after witnessing the trimming of the cores and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that subplot if the core height before trimming is less than the minimum untrimmed value shown in Table 13. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the subplot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores

immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing.** Perform placement tests in accordance with Table 16. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are listed in Table 11.

4.9.3.3.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Before drying to a constant weight, cores may be pre-dried using a CoreDry or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core to determine the placement payment adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile).** Test for segregation using density profiles in accordance with [Tex-207-F](#), Part V when using a thermal camera instead of the thermal imaging system. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas."

Perform a minimum of one density profile per subplot. Perform additional density profiles when any of the following conditions occur, unless otherwise approved:

- the paver stops due to lack of material being delivered to the paving operations and the temperature of the uncompacted mat before the initial break down rolling is less than the temperatures shown in Table 17;
- areas that are identified by either the Contractor or the Engineer with thermal segregation;
- any visibly segregated areas that exist.

Table 17
Minimum Uncompacted Mat Temperature Requiring a Segregation Profile

High-Temperature Binder Grade ¹	Minimum Temperature of the Uncompacted Mat Allowed Before Initial Break Down Rolling ^{2,3,4}
PG 64	<250°F
PG 70	<260°F
PG 76	<270°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Segregation profiles are required in areas with moderate and severe thermal segregation as described in Section 3076.4.7.3.1.3.
3. Minimum uncompacted mat temperature requiring a segregation profile may be reduced 10°F if using a chemical WMA additive as a compaction aid.
4. When using WMA, the minimum uncompacted mat temperature requiring a segregation profile is 215°F.

Provide the Engineer with the density profile of every subplot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 3076.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 18. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 3076.4.9.3.3.5., "Irregularities." The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if 2 consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

Table 18
Segregation (Density Profile) Acceptance Criteria

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
Type B	8.0 pcf	5.0 pcf
Type C, Type D & Type F	6.0 pcf	3.0 pcf

4.9.3.3.3. Longitudinal Joint Density.

4.9.3.3.3.1. Informational Tests. Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations, at least once per subplot, unless otherwise directed.

4.9.3.3.3.2. Record Tests. Perform a joint density evaluation for each subplot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with [Tex-207-E](#), Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Provide the Engineer with the joint density of every subplot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 3076.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on two consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR).** The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Materials and Tests Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with [Tex-211-F](#).

4.9.3.3.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities. The Engineer may also require the Contractor to remove and replace (at the Contractor's expense) areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production.** The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 500 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, except for coring operations when required by the Engineer. The production and placement pay factors are 1.000 if the specification requirements listed below are met, all other specification requirements are met, and the Engineer performs acceptance tests for production and placement listed in Table 16 when 100 tons or more per day are produced.

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within $\pm 1.0\%$ of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 3076.4.8., "Compaction;" and
- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

- 5.1. **Dense Graded Hot-Mix Asphalt.** Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."
- 5.2. **Tack Coat.** Tack coat will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All tack, including emulsions, will be measured by the gallon applied.

The Engineer may allow the use of a metering device to determine asphalt volume used and application rate if the device is accurate within 1.5% of the strapped volume.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 3076.5.1, "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under Article 3076.5.2, "Measurement," will be paid for at the unit bid price for "Tack Coat" of the tack coat provided. These prices are full compensation for materials, placement, equipment, labor, tools, and incidentals. Payment adjustments will be applied as determined in this Item; however, a payment adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A payment adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code, and all testing requirements are met.

Payment for each sublot, including applicable payment adjustments greater than 1.000, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 3076.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in [Tex-244-F](#) are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

- 6.1. **Production Payment Adjustment Factors.** The production payment adjustment factor is based on the laboratory-molded density using the Engineer's test results. The bulk specific gravities of the samples from each sublot will be divided by the Engineer's maximum theoretical specific gravity for the sublot. The individual sample densities for the sublot will be averaged to determine the production payment adjustment factor in accordance with Table 19 for each sublot, using the deviation from the target laboratory-molded density defined in Table 9. The production payment adjustment factor for completed lots will be the average of the payment adjustment factors for the four sublots sampled within that lot.

Table 19
Production Payment Adjustment Factors for Laboratory-Molded Density¹

Absolute Deviation from Target Laboratory-Molded Density	Production Payment Adjustment Factor (Target Laboratory-Molded Density)
0.0	1.050
0.1	1.050
0.2	1.050
0.3	1.044
0.4	1.038
0.5	1.031
0.6	1.025
0.7	1.019
0.8	1.013
0.9	1.006
1.0	1.000
1.1	0.965
1.2	0.930
1.3	0.895
1.4	0.860
1.5	0.825
1.6	0.790
1.7	0.755
1.8	0.720
> 1.8	Remove and replace

1. If the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

- 6.1.1. **Payment for Incomplete Production Lots.** Production payment adjustments for incomplete lots, described under Section 3076.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production payment factors from all sublots sampled.

A production payment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples within the first subplot.

- 6.1.2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any subplot results in a "remove and replace" condition as listed in Table 19, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

- 6.2. **Placement Payment Adjustment Factors.** The placement payment adjustment factor is based on in-place air voids using the Engineer's test results. The bulk specific gravities of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the placement payment adjustment factor in accordance with Table 20 for each subplot that requires in-place air void measurement. A placement payment adjustment factor of 1.000 will be assigned to the entire subplot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement payment adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." The placement payment adjustment factor for completed lots will be the average of the placement payment adjustment factors for up to four sublots within that lot.

Table 20
Placement Payment Adjustment Factors for In-Place Air Voids

In-Place Air Voids	Placement Pay Adjustment Factor	In-Place Air Voids	Placement Pay Adjustment Factor
< 2.7	Remove and Replace	6.4	1.042
2.7	0.710	6.5	1.040
2.8	0.740	6.6	1.038
2.9	0.770	6.7	1.036
3.0	0.800	6.8	1.034
3.1	0.830	6.9	1.032
3.2	0.860	7.0	1.030
3.3	0.890	7.1	1.028
3.4	0.920	7.2	1.026
3.5	0.950	7.3	1.024
3.6	0.980	7.4	1.022
3.7	0.998	7.5	1.020
3.8	1.002	7.6	1.018
3.9	1.006	7.7	1.016
4.0	1.010	7.8	1.014
4.1	1.014	7.9	1.012
4.2	1.018	8.0	1.010
4.3	1.022	8.1	1.008
4.4	1.026	8.2	1.006
4.5	1.030	8.3	1.004
4.6	1.034	8.4	1.002
4.7	1.038	8.5	1.000
4.8	1.042	8.6	0.998
4.9	1.046	8.7	0.996
5.0	1.050	8.8	0.994
5.1	1.050	8.9	0.992
5.2	1.050	9.0	0.990
5.3	1.050	9.1	0.960
5.4	1.050	9.2	0.930
5.5	1.050	9.3	0.900
5.6	1.050	9.4	0.870
5.7	1.050	9.5	0.840
5.8	1.050	9.6	0.810
5.9	1.050	9.7	0.780
6.0	1.050	9.8	0.750
6.1	1.048	9.9	0.720
6.2	1.046	> 9.9	Remove and Replace
6.3	1.044		

6.2.1. **Payment for Incomplete Placement Lots.** Payment adjustments for incomplete placement lots described under Section 3076.4.9.3.1.2., "Incomplete Placement Lots," will be calculated using the average of the placement payment factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination.

If the random sampling plan results in production samples, but not in placement samples, the random core location and placement adjustment factor for the subplot will be determined by applying the placement random number to the length of the subplot placed.

If the random sampling plan results in placement samples, but not in production samples, no placement adjustment factor will apply for that subplot placed.

A placement payment adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any production samples.

- 6.2.2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement payment adjustment factor for any subplot results in a "remove and replace" condition as listed in Table 20, the Engineer will choose the location of two cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Materials and Tests Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt.

The bulk specific gravity of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the new payment adjustment factor of the subplot in question. If the new payment adjustment factor is 0.700 or greater, the new payment adjustment factor will apply to that subplot. If the new payment adjustment factor is less than 0.700, no payment will be made for the subplot. Remove and replace the failing subplot, or the Engineer may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

- 6.3. **Total Adjusted Pay Calculation.** Total adjusted pay (TAP) will be based on the applicable payment adjustment factors for production and placement for each lot.

$$TAP = (A+B)/2$$

where:

A = Bid price × production lot quantity × average payment adjustment factor for the production lot

B = Bid price × placement lot quantity × average payment adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

Production lot quantity = Quantity actually placed - quantity left in place without payment

Placement lot quantity = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

Special Specification 3096

Asphalts, Oils, and Emulsions



1. DESCRIPTION

Provide asphalt cements, cutback and emulsified asphalts, performance-graded asphalt binders, and other miscellaneous asphalt materials as specified on the plans.

2. MATERIALS

Provide asphalt materials that meet the stated requirements when tested in conformance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9., "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with [Tex-545-C](#), "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by [Tex-545-C](#), "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

The use of re-refined engine oil bottoms is prohibited.

Acronyms used in this Item are defined in Table 1.

Table1
Acronyms

Acronym	Definition
Test Procedure Designations	
Tex	Department
T or R	AASHTO
D	ASTM
Polymer Modifier Designations	
P	polymer-modified
SBR or L	styrene-butadiene rubber (latex)
SBS	styrene-butadiene-styrene block co-polymer
TR	tire rubber (from ambient temperature grinding of truck and passenger tires)
AC	asphalt cement
AE	asphalt emulsion
AE-P	asphalt emulsion prime
A-R	asphalt-rubber
C	cationic
EAP&T	emulsified asphalt prime and tack
EBL	emulsified bonding layer
FDR	full depth reclamation
H-suffix	harder residue (lower penetration)
HF	high float
HY	high yield
MC	medium-curing
MS	medium-setting
PCE	prime, cure, and erosion control
PG	performance grade
RC	rapid-curing
RS	rapid-setting
S-suffix	stockpile usage
SCM	special cutback material
SS	slow-setting
SY	standard yield
TRAIL	tracking resistant asphalt interlayer

- 2.1. **Asphalt Cement.** Provide asphalt cement that is homogeneous, water-free, and nonfoaming when heated to 347°F, and meets the requirements in Table 2.

Table 2
Asphalt Cement

Property	Test Procedure	Viscosity Grade									
		AC-0.6		AC-1.5		AC-3		AC-5		AC-10	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity 140°F, poise 275°F, poise	T 202	40 0.4	80 –	100 0.7	200 –	250 1.1	350 –	400 1.4	600 –	800 1.9	1,200 –
Penetration, 77°F, 100g, 5 sec.	T 49	350	–	250	–	210	–	135	–	85	–
Flash point, C.O.C., °F	T 48	425	–	425	–	425	–	425	–	450	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.		Neg.		Neg.	
Tests on residue from RTFOT:											
Viscosity, 140°F, poise	T 240										
Ductility, ¹ 77°F	T 202	–	180	–	450	–	900	–	1,500	–	3,000
5 cm/min., cm	T 51	100	–	100	–	100	–	100	–	100	–

1. If AC-0.6 or AC-1.5 ductility at 77°F is less than 100 cm, material is acceptable if ductility at 60°F is more than 100 cm.

- 2.2. **Polymer-Modified Asphalt Cement.** Provide polymer-modified asphalt cement that is smooth, homogeneous, and meets the requirements Table 3. Supply samples of the base asphalt cement and polymer additives if requested.

Table 3
Polymer-Modified Asphalt Cement

Property	Test Procedure	Polymer-Modified Viscosity Grade											
		AC-12-5TR		NT-HA ¹		AC-15P		AC-20XP		AC-10-2TR		AC-20-5TR	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Polymer		TR		–		SBS		SBS		TR		TR	
Polymer content, % (solids basis)	Tex-533-C or Tex-553-C	5.0	–	–	–	3.0	–	–	–	2.0	–	5.0	–
Dynamic shear, G*/sinδ, 82°C, 10 rad/s, kPa	T 315			1.0	–								
Dynamic shear, G*/sinδ, 64°C, 10 rad/s, kPa	T 315	–	–	–	–	–	–	1.0	–	–	–	1.0	–
Dynamic shear, G*/sinδ, 58°C, 10 rad/s, kPa	T 315	1.0	–	–	–	–	–	–	–	1.0	–	–	–
Viscosity 140°F, poise 275°F, poise	T 202 T 202	1,200	–	–	4,000	1,500 –	– 8.0	2,000 –	– –	1,000 –	– 8.0	2,000 –	– 10.0
Penetration, 77°F, 100 g, 5 sec.	T 49	110	150	–	25	100	150	75	115	95	130	75	115
Ductility, 5cm/min., 39.2°F, cm	T 51					–	–	–	–	–	–	–	–
Elastic recovery, 50°F, %	Tex-539-C	55	–			55	–	55	–	30	–	55	–
Softening point, °F	T 53	113	–	170	–	–	–	120	–	110	–	120	–
Polymer separation, 5 hr.	Tex-540-C	None				None		None		None		None	
Flash point, C.O.C., °F	T 48	425	–	425	–	425	–	425	–	425	–	425	–
Tests on residue from RTFOT aging and pressure aging:	T 240 and R 28												
Creep stiffness S, -18°C, MPa m-value, -18°C	T 313	– 0.300	300 –	– –	– –	– 0.300	300 –	– 0.300	300 –	– 0.300	300 –	– 0.300	300 –

1. Non-Tracking Hot Applied Tack Coat - TRAIL product

- 2.3. **Cutback Asphalt.** Provide cutback asphalt that meets the requirements of Tables 4, 5, and 6, for the specified type and grade. Supply samples of the base asphalt cement and polymer additives if requested.

Table 4
Rapid-Curing Cutback Asphalt

Property	Test Procedure	Type-Grade					
		RC-250		RC-800		RC-3000	
		Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	250	400	800	1,600	3,000	6,000
Water, %	D95	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	80	–	80	–	80	–
Distillation test:	T 78						
Distillate, percentage by volume of total distillate to 680°F							
to 437°F		40	75	35	70	20	55
to 500°F		65	90	55	85	45	75
to 600°F		85	–	80	–	70	–
Residue from distillation, volume %		70	–	75	–	82	–
Tests on distillation residue:							
Viscosity, 140°F, poise	T 202	600	2,400	600	2,400	600	2,400
Ductility, 5 cm/min., 77°F, cm	T 51	100	–	100	–	100	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.	

Table 5
Medium-Curing Cutback Asphalt

Property	Test Procedure	Type-Grade							
		MC-30		MC-250		MC-800		MC-3000	
		Min	Max	Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	30	60	250	500	800	1,600	3,000	6,000
Water, %	D95	–	0.2	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	95	–	122	–	140	–	149	–
Distillation test:	T 78								
Distillate, percentage by volume of total distillate to 680°F									
to 437°F		–	35	–	20	–	–	–	–
to 500°F		30	75	5	55	–	40	–	15
to 600°F		75	95	60	90	45	85	15	75
Residue from distillation, volume %		50	–	67	–	75	–	80	–
Tests on distillation residue:									
Viscosity, 140°F, poise	T 202	300	1,200	300	1,200	300	1,200	300	1,200
Ductility, 5 cm/min., 77°F, cm	T 51	100	–	100	–	100	–	100	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.		Neg.	

Table 6
Special-Use Cutback Asphalt

Property	Test Procedure	Type-Grade					
		MC-2400L		SCM I		SCM II	
		Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	2,400	4,800	500	1,000	1,000	2,000
Water, %	D95	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	150	–	175	–	175	–
Distillation test:	T 78						
Distillate, percentage by volume of total distillate to 680°F							
to 437°F		–	–	–	–	–	–
to 500°F		–	35	–	0.5	–	0.5
to 600°F		35	80	20	60	15	50
Residue from distillation, volume %		78	–	76	–	82	–
Tests on distillation residue:							
Polymer		SBR		–		–	
Polymer content, % (solids basis)	Tex-533-C	2.0	–	–	–	–	–
Penetration, 100 g, 5 sec., 77°F	T 49	150	300	180	–	180	–
Ductility, 5 cm/min., 39.2°F, cm	T 51	50	–	–	–	–	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–

- 2.4. **Emulsified Asphalt.** Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 7, 8, 9, 10, and 10A-C.

Table 7
Emulsified Asphalt

Property	Test Procedure	Type-Grade									
		Rapid-Setting		Medium-Setting				Slow-Setting			
		HFRS-2		MS-2		AES-300		SS-1		SS-1H	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	– 150	– 400	– 100	– 300	75 –	400 –	20 –	100 –	20 –	100 –
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1
Miscibility	T 59	–		–		–		Pass		Pass	
Cement mixing, %	T 59	–	–	–	–	–	–	–	2.0	–	2.0
Coating ability and water resistance: Dry aggregate/after spray Wet aggregate/after spray	T 59	– –		– –		Good/Fair Fair/Fair		– –		– –	
Demulsibility, 35 mL of 0.02 N CaCl ₂ , %	T 59	50	–	–	30	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1	–	1
Freezing test, 3 cycles ¹	T 59	–		Pass		–		Pass		Pass	
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65 –	– 0.5	65 –	– 0.5	65 –	– 5	60 –	– 0.5	60 –	– 0.5
Tests on residue from distillation: Penetration, 77°F, 100 g, 5 sec. Solubility in trichloroethylene, % Ductility, 77°F, 5 cm/min., cm Float test, 140°F, sec.	T 49 T 44 T 51 T 50	100 97.5 100 1,200	140 – – –	120 97.5 100 –	160 – – –	300 97.5 – 1,200	– – – –	120 97.5 100 –	160 – – –	70 97.5 80 –	100 – – –

1. Applies only when the Engineer designates material for winter use.

Table 8
Cationic Emulsified Asphalt

Property	Test Procedure	Type-Grade											
		Rapid-Setting				Medium-Setting				Slow-Setting			
		CRS-2		CRS-2H		CMS-2		CMS-2S		CSS-1		CSS-1H	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	– 150	– 400	– 150	– 400	– 100	– 300	– 100	– 300	20 –	100 –	20 –	100 –
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1
Cement mixing, %	T 59	–	–	–	–	–	–	–	–	–	2.0	–	2.0
Coating ability and water resistance: Dry aggregate/after spray Wet aggregate/after spray	T 59	– –		– –		Good/Fair Fair/Fair		Good/Fair Fair/Fair		– –		– –	
Demulsibility, 35 mL of 0.8% Sodium dioctyl sulfosuccinate, %	T 59	70	–	70	–	–	–	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1	–	1	–	1
Particle charge	T 59	Positive		Positive		Positive		Positive		Positive		Positive	
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65 –	– 0.5	65 –	– 0.5	65 –	– 7	65 –	– 5	60 –	– 0.5	60 –	– 0.5
Tests on residue from distillation: Penetration, 77°F, 100 g, 5 sec. Solubility in trichloroethylene, % Ductility, 77°F, 5 cm/min., cm	T 49 T 44 T 51	120 97.5 100	160 – –	70 97.5 80	110 – –	120 97.5 100	200 – –	300 97.5 –	– – –	120 97.5 100	160 – –	70 97.5 80	110 – –

Table 9
Polymer-Modified Emulsified Asphalt

Property	Test Procedure	Type-Grade									
		Rapid-Setting		Medium-Setting				Slow-Setting			
		HFRS-2P		AES-150P		AES-300P		AES-300S		SS-1P	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	– 150	– 400	75	400	75	400	75	400	30	100
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1
Miscibility	T 59	–		–		–		–		Pass	
Coating ability and water resistance: Dry aggregate/after spray Wet aggregate/after spray	T 59	– –		Good/Fair Fair/Fair		Good/Fair Fair/Fair		Good/Fair Fair/Fair		– –	
Demulsibility, 35 mL of 0.02 N CaCl ₂ , %	T 59	50	–	–	–	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1	–	1
Breaking index, g	Tex-542-C	–	–								
Distillation test: ¹ Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65 –	– 0.5	65 –	– 3	65 –	– 5	65 –	– 7	60 –	– 0.5
Tests on residue from distillation: Polymer content, wt. % (solids basis)	Tex-533-C	3.0	–	–	–	–	–	–	–	3.0	–
Penetration, 77°F, 100 g, 5 sec.	T 49	90	140	150	300	300	–	300	–	100	140
Solubility in trichloroethylene, %	T 44	97.0	–	97.0	–	97.0	–	97.0	–	97.0	–
Viscosity, 140°F, poise	T 202	1,500	–	–	–	–	–	–	–	1,300	–
Float test, 140°F, sec	T 50	1,200	–	1,200	–	1,200	–	1,200	–	–	–
Ductility, ² 39.2°F, 5 cm/min., cm	T 51	50	–	–	–	–	–	–	–	50	–
Elastic recovery, ² 50°F, %	Tex-539-C	55	–	–	–	–	–	–	–	–	–
Tests on RTFO curing of distillation residue	T 240										
Elastic recovery, 50°F, %	Tex-536-C	–	–	50	–	50	–	30	–	–	–

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ±10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 min. (±5 min.) from the first application of heat.

2. HFRS-2P must meet one of either the ductility or elastic recovery requirements.

Table 10
Polymer-Modified Cationic Emulsified Asphalt

Property	Test Procedure	Type-Grade											
		Rapid-Setting						Medium-Setting				Slow-Setting	
		CRS-2P		CHFRS-2P		CRS-2TR		CMS-1P ³		CMS-2P ³		CSS 1P	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	– 150	– 400	– 100	– 400	– 150	– 500	10 –	100 –	– 50	– 400	20 –	100 –
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1	–	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	70	–	60	–	40	–	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1	–	1	–	1
Breaking index, g	Tex-542-C	–	–	–	–	–	–	–	–	–	–	–	–
Particle charge	T 59	Positive		Positive		Positive		Positive		Positive		Positive	
Distillation test ¹ :	T 59												
Residue by distillation, % by weight		65	–	65	–	65	–	30	–	60	–	62	–
Oil distillate, % by volume of emulsion		–	0.5	–	0.5	–	3	–	0.5	–	0.5	–	0.5
Tests on residue from distillation:													
Polymer content, wt. % (solids basis)	Tex-533-C	3.0	–	3.0	–	5.0 ⁷	–	–	–	–	–	3.0	–
Penetration, 77°F, 100 g, 5 sec.	T 49	90	150	80	130	90	150	30	–	30	–	55	90
Viscosity, 140°F, poise	T 202	1,300	–	1,300	–	1,000	–	–	–	–	–	–	–
Solubility in trichloroethylene, %	T 44	97.0	–	95.0	–	98	–	–	–	–	–	97.0	–
Softening point, °F	T 53	–	–	–	–	–	–	–	–	–	–	135	–
Ductility, 77°F, 5 cm/min., cm	T 51	–	–	–	–	40	–	–	–	–	–	70	–
Float test, 140°F, sec.	T 50	–	–	1,800	–	–	–	–	–	–	–	–	–
Ductility, ² 39.2°F, 5 cm/min., cm	T 51	50	–	–	–	–	–	–	–	–	–	–	–
Elastic recovery, ² 50°F, %	Tex-539-C	55	–	55	–	–	–	–	–	–	–	–	–
Tests on residue from evaporative recovery:	R 78, Procedure B												
Nonrecoverable creep compliance of residue, 3.2 kPa, 52°C, kPa ⁻¹	T 350	–	–	–	–	–	–	–	2.0	–	4.0	–	–
Tests on rejuvenating agent:													
Viscosity, 140°F, cSt	T 201	–	–	–	–	–	–	50	175	50	175	–	–
Flash point, C.O.C., °F	T 48	–	–	–	–	–	–	380	–	380	–	–	–
Saturates, % by weight	D 2007	–	–	–	–	–	–	–	30	–	30	–	–
Solubility in n-pentane, % by weight	D 2007	–	–	–	–	–	–	99	–	99	–	–	–
Tests on rejuvenating agent after RTFO	T 240												
Weight Change, %		–	–	–	–	–	–	–	6.5	–	6.5	–	–
Viscosity Ratio		–	–	–	–	–	–	–	3.0	–	3.0	–	–
Tests on latex ⁴ :													
Tensile strength, die C dumbbell, psi	D 412 ⁵	–	–	–	–	–	–	800	–	800	–	–	–
Change in mass after immersion in rejuvenating agent, %	D 471	–	–	–	–	–	–	–	40 ⁶	–	40 ⁶	–	–

- Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F (±0°F). Maintain at this temperature for 20 min. Complete total distillation in 60 min. (±5 min.) from the first application of heat.
- CRS-2P must meet one of either the ductility or elastic recovery requirements.
- With all precertification samples of CMS-1P or CMS-2P, submit certified test reports showing that the rejuvenating agent and latex meet the stated requirements. Submit samples of these raw materials if requested by the Engineer.
- Preparation of latex specimens: use any substrate and recovery method which produces specimens of uniform dimensions and which delivers enough material to achieve desired residual thickness.
- Cut samples for tensile strength determination using a crosshead speed of 20 in. per minute.
- Specimen must remain intact after exposure and removal of excess rejuvenating agent.
- Modifier type is tire rubber.

Table 10A
Non-Tracking Tack Coat Emulsion¹

Property	Test Procedure	NT-HRE		NT-RRE		NT-SRE	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77° F, sec.	T 72	15	–	15	–	10	100
Storage stability, 1 Day, %	T 59	–	1	–	1	–	1
Settlement, 5-day, %	T 59	–	5	–	5	–	5
Sieve test, %	T 59	–	0.30	–	0.30	–	0.1
Distillation test: ² Residue by distillation, % by wt. Oil distillate, by volume of emulsion	T 59	50 –	– 1.0	58 –	– 1.0	50 –	– 1.0
Test on residue from distillation: Penetration, 77°F, 100 g, 5 sec. Solubility in trichloroethylene, % Softening point, °F Dynamic shear, G*/sin(δ), 82°C, 10 rad/s, kPa	T 49 T 44 T 53 T 315	– 97.5 150 1.0	20 – – –	15 97.5 – –	45 – – –	40 97.5 – –	90 – – –

1. Due to the hardness of the residue, these emulsions should be heated to 120-140°F before thoroughly mixing as the emulsion is being prepared for testing.
2. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ± 10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from first application of heat.

Table 10B
Spray Applied Underseal Membrane Polymer-Modified Emulsions (EBL)

Property	Test Procedure	Min	Max
Viscosity @ 77°F, SSF	T 72	20	100
Storage Stability ¹ , %	T 59	–	1
Demulsibility ² Anionic emulsions – 35 mL of 0.02 N CaCl ₂ , % Cationic emulsions – 35 mL of 0.8% sodium dioctyl sulfosuccinate, %	T 59	55	–
Sieve Test ³ , %	T 59	–	0.05
Distillation Test ⁴	T 59		
Residue by distillation, % by wt.		63	
Oil portion of distillate, % by vol.			0.5
Test on Residue from Distillation			
Elastic Recovery @ 50°F, 50 mm/min., %	Tex-539-C	60	–
Penetration @ 77°F, 100 g, 5 sec., 0.1 mm	T 49	80	130

1. After standing undisturbed for 24 hr., the surface must be smooth, must not exhibit a white or milky colored substance, and must be a homogeneous color throughout.
2. Material must meet demulsibility test for emulsions.
3. May be required by the Engineer only when the emulsion cannot be easily applied in the field.
4. The temperature on the lower thermometer should be brought slowly to 350°F ± 10°F and maintained at this temperature for 20 min. The total distillation should be completed in 60 ± 5 min. from the first application of heat.

Table 10C
Full-Depth Reclamation Emulsion (FDR EM)

Property	Test Procedure	Standard Yield (SY)		High Yield (HY)	
		Min	Max	Min	Max
Sieve test, %	T 59	–	0.1	–	0.1
Viscosity Saybolt Furol @ 77°F, sec.	T 59	20	100	20	100
Distillation test ¹ : Residue by distillation, % by wt. Oil portion of distillate, % by vol.	T 59	60 –	– 0.5	63 –	– 0.5
Test on residue from distillation: Penetration @ 77°F, dmm	T 49	55	95	120	–
Test on rejuvenating agent:					
BWOA, % ² Viscosity @ 140°F, cSt Flash Point, COC, °F Solubility in n-pentane, % by wt.	*** T 201 T 48 D2007	– – – –	– – – –	2 50 380 99	– 175 – –

1. The temperature on the lower thermometer should be brought slowly to 350°F ± 10°F and maintained at this temperature for 20 min. The total distillation should be completed in 60 ± 5 min. from the first application of heat.
2. BWOA = By weight of asphalt. Provide a manufacturer's certificate of analysis (COA) with the percent of rejuvenator added.

- 2.5. **Specialty Emulsions.** Provide specialty emulsion that is either asphalt-based or resin-based and meets the requirements of Table 11 or Table 11A.

Table 11
Specialty Emulsions

Property	Test Procedure	Type-Grade					
		Medium-Setting				Slow-Setting	
		AE-P		EAP&T		PCE ¹	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	– 15	– 150	– –	– –	10 –	100 –
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1
Miscibility ²	T 59	–		Pass		Pass	
Demulsibility, 35 mL of 0.10 N CaCl ₂ , %	T 59	–	70	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	–
Particle size, ⁵ % by volume < 2.5 µm	Tex-238-F ³	–	–	90	–	90	–
Asphalt emulsion distillation to 500°F followed by Cutback asphalt distillation of residue to 680°F: Residue after both distillations, % by wt. Total oil distillate from both distillations, % by volume of emulsion	T 59 & T 78	40 25	– 40	– –	– –	– –	– –
Residue by distillation, % by wt.	T 59	–	–	60	–	–	–
Residue by evaporation, ⁴ % by wt.	T 59	–	–	–	–	60	–
Tests on residue after all distillations: Viscosity, 140°F, poise Kinematic viscosity, ⁵ 140°F, cSt Flash point C.O.C., °F Solubility in trichloroethylene, % Float test, 122°F, sec.	T 202 T 201 T 48 T 44 T 50	– – – 97.5 50	– – – – 200	800 – – – –	– – – – –	– 100 400 – –	– 350 – – –

1. Supply with each shipment of PCE:
 - a copy of a lab report from an approved analytical lab, signed by a lab official, indicating the PCE formulation does not meet any characteristics of a Resource Conservation Recovery Act (RCRA) hazardous waste;
 - a certification from the producer that the formulation supplied does not differ from the one tested and that no listed RCRA hazardous wastes or Polychlorinated Biphenyls (PCBs) have been mixed with the product; and
 - a Safety Data Sheet.
2. Exception to T 59: In dilution, use 350 mL of distilled or deionized water and a 1,000-mL beaker.
3. Use [Tex-238-F](#), beginning at "Particle Size Analysis by Laser Diffraction," with distilled or deionized water as a medium and no dispersant, or use another approved method.
4. Exception to T 59: Leave sample in the oven until foaming ceases, then cool and weigh.
5. PCE must meet either the kinematic viscosity requirement or the particle size requirement.

Table 11A
Hard Residue Surface Sealant

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	Tex-505-C ¹	250	–
Uniformity	D 2939	Pass ²	
Resistance to heat	D 2939	Pass ³	
Resistance to water	D 2939	Pass ⁴	
Wet flow, mm	D 2939	–	0
Resistance to Kerosene (optional) ⁵	D 2939	Pass ⁶	
Ultraviolet exposure, UVA-340, 0.77 W/m ² , 50°C chamber, 8 hr. UV lamp, 5 min. spray, 3 hr. 55 min. condensation, 1,000 hr. total exposure ⁷	G 154	Pass ⁸	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	–	1.0
Residue by evaporation, % by weight	D 2939	33	–
Tests on residue from evaporation: Penetration, 77°F, 100 g, 5 sec. Flash point, Cleveland open cup, °F	T 49 T 48	15 500	30
Tests on base asphalt before emulsification Solubility in trichloroethylene, %	T 44	98	–

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product must be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

2.6. **Recycling Agent.** Recycling agent and emulsified recycling agent must meet the requirements in Table 12. Additionally, recycling agent and residue from emulsified recycling agent, when added in the specified proportions to the recycled asphalt, must meet the properties specified on the plans.

Table 12
Recycling Agent and Emulsified Recycling Agent

Property	Test Procedure	Recycling Agent		Emulsified Recycling Agent (ARA-1)		Polymer Modified Emulsified Recycling Agent (ARA-1P)	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol, 77°F, sec.	T 72	–	–	15	100	15	110
Sieve test, %	T 59	–	–	–	0.1	–	0.1
Miscibility ¹	T 59	–		No coagulation			
Residue by evaporation, ² % by wt.	T 59	–	–	60	–	–	–
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59					60 –	65 2
Penetration of Distillation Residue at 39.2°F, 100 g, 5 sec.	T 49					110	190
Tests on recycling agent or residue from evaporation: Flash point, C.O.C., °F Kinematic viscosity, 140°F, cSt 275°F, cSt	T 48 T 201	400 75 –	– 200 10.0	400 75 –	– 200 10.0	400	–

1. Exception to T 59: Use 0.02 N CaCl₂ solution in place of water.
2. Exception to T 59: Maintain sample at 300°F until foaming ceases, then cool and weigh.

2.7. **Crumb Rubber Modifier.** Crumb rubber modifier (CRM) consists of automobile and truck tires processed by ambient temperature grinding.

CRM must be:

- free from contaminants including fabric, metal, and mineral and other nonrubber substances;
- free-flowing; and
- nonfoaming when added to hot asphalt binder.

Ensure rubber gradation meets the requirements of the grades in Table 13 when tested in accordance with [Tex-200-F](#), Part I, using a 50-g sample.

Table 13
CRM Gradations

Sieve Size (% Passing)	Grade A		Grade B		Grade C		Grade D	Grade E
	Min	Max	Min	Max	Min	Max		
#8	100	–	–	–	–	–	As shown on the plans	As approved
#10	95	100	100	–	–	–		
#16	–	–	70	100	100	–		
#30	–	–	25	60	90	100		
#40	–	–	–	–	45	100		
#50	0	10	–	–	–	–		
#200	–	–	0	5	–	–		

2.8. **Crack Sealer.** Provide polymer-modified asphalt-emulsion crack sealer meeting the requirements of Table 14. Provide rubber-asphalt crack sealer meeting the requirements of Table 15.

Table 14
Polymer-Modified Asphalt-Emulsion Crack Sealer

Property	Test Procedure	Min	Max
Rotational viscosity, 77°F, cP	D 2196, Method A	10,000	25,000
Sieve test, %	T 59	–	0.1
Storage stability, 1 day, %	T 59	–	1
Evaporation	Tex-543-C		
Residue by evaporation, % by wt.		65	–
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	35	75
Softening point, °F	T 53	140	–
Ductility, 39.2°F, 5 cm/min., cm	T 51	100	–

Table 15
Rubber-Asphalt Crack Sealer

Property	Test Procedure	Class A		Class B	
		Min	Max	Min	Max
CRM content, Grade A or B, % by wt.	Tex-544-C	22	26	–	–
CRM content, Grade B, % by wt.	Tex-544-C	–	–	13	17
Virgin rubber content, ¹ % by wt.		–	–	2	–
Flash point, ² C.O.C., °F	T 48	400	–	400	–
Penetration, ³ 77°F, 150 g, 5 sec.	T 49	30	50	30	50
Penetration, ³ 32°F, 200 g, 60 sec.	T 49	12	–	12	–
Softening point, °F	T 53	–	–	170	–
Bond Test, non-immersed, 0.5 in specimen, 50% extension, 20°F ⁴	D5329	–		Pass	

1. Provide certification that the Min % virgin rubber was added.
2. Agitate the sealing compound with a 3/8- to 1/2 in. (9.5- to 12.7 mm) wide, square-end metal spatula to bring the material on the bottom of the cup to the surface (i.e., turn the material over) before passing the test flame over the cup. Start at one side of the thermometer, move around to the other, and then return to the starting point using 8 to 10 rapid circular strokes. Accomplish agitation in 3 to 4 sec. Pass the test flame over the cup immediately after stirring is completed.
3. Exception to T 49: Substitute the cone specified in D 217 for the penetration needle.
4. Allow no crack in the crack sealing materials or break in the bond between the sealer and the mortar blocks over 1/4 in. deep for any specimen after completion of the test.

- 2.9. **Asphalt-Rubber Binders.** Provide asphalt-rubber (A-R) binders that are mixtures of asphalt binder and CRM, which have been reacted at elevated temperatures. Provide A-R binders meeting D6114 and containing a minimum of 15% CRM by weight. Provide Types I or II, containing CRM Grade C, for use in hot-mixed aggregate mixtures. Provide Types II or III, containing CRM Grade B, for use in surface treatment binder. Ensure binder properties meet the requirements of Table 16.

Table 16
A-R Binders

Property	Test Procedure	Binder Type					
		Type I		Type II		Type III	
		Min	Max	Min	Max	Min	Max
Apparent viscosity, 347°F, cP	D2196, Method A	1,500	5,000	1,500	5,000	1,500	5,000
Penetration, 77°F, 100 g, 5 sec.	T 49	25	75	25	75	50	100
Penetration, 39.2°F, 200 g, 60 sec.	T 49	10	–	15	–	25	–
Softening point, °F	T 53	135	–	130	–	125	–
Resilience, 77°F, %	D5329	25	–	20	–	10	–
Flash point, C.O.C., °F	T 48	450	–	450	–	450	–
Tests on residue from Thin-Film Oven Test:	T 179						
Retained penetration ratio, 39.2°F, 200 g, 60 sec., % of original	T 49	75	–	75	–	75	–

- 2.10. **Performance-Graded Binders.** Provide PG binders that are smooth and homogeneous, show no separation when tested in accordance with [Tex-540-C](#), and meet the requirements of Table 17.

Separation testing is not required if:

- a modifier is introduced separately at the mix plant either by injection in the asphalt line or mixer,
- the binder is blended on site in continuously agitated tanks, or
- binder acceptance is based on field samples taken from an in-line sampling port at the hot-mix plant after the addition of modifiers.

Table 17
Performance-Graded Binders

Property and Test Method	Performance Grade																	
	PG 58			PG 64				PG 70				PG 76				PG 82		
	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28
Average 7-day max pavement design temperature, °C ¹	58			64				70				76				82		
Min pavement design temperature, °C ¹	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28
Original Binder																		
Flash point, T 48, Min, °C	230																	
Viscosity, T 316 ^{2,3} : Max, 3.0 Pa s, test temperature, °C	135																	
Dynamic shear, T 315 ⁴ : G*/sin(δ), Min, 1.00 kPa, Max, 2.00 kPa ⁷ , Test temperature @ 10 rad/sec., °C	58			64				70				76				82		
Elastic recovery, D6084, 50°F, % Min ⁸	-	-	30	-	-	30	50	-	30	50	60	30	50	60	70	50	60	70
Rolling Thin-Film Oven (Tex-506-C)																		
Mass change, T 240, Max, %	1.0																	
Dynamic shear, T 315: G*/sin(δ), Min, 2.20 kPa, Max, 5.00 kPa ⁷ , Test temperature @ 10 rad/sec., °C	58			64				70				76				82		
MSCR, T350, Recovery, 0.1 kPa, High Temperature, % Min ⁸	-	-	20	-	-	20	30	-	20	30	40	20	30	40	50	30	40	50
Pressure Aging Vessel (PAV) Residue (R 28)																		
PAV aging temperature, °C	100																	
Dynamic shear, T 315: G*/sin(δ), Max, 5,000 kPa Test temperature @ 10 rad/sec., °C	25	22	19	28	25	22	19	28	25	22	19	28	25	22	19	28	25	22
Creep stiffness, T 313 ^{5,6} : S, max, 300 MPa, m-value, Min, 0.300 Test temperature @ 60 sec., °C	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18
Direct tension, T 314 ⁶ : Failure strain, min, 1.0% Test temperature @ 1.0 mm/min., °C	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18

1. Pavement temperatures are estimated from air temperatures and using an algorithm contained in a Department-supplied computer program, may be provided by the Department, or by following the procedures outlined in AASHTO MP 2 and PP 28.
2. This requirement may be waived at the Department's discretion if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at temperatures that meet all applicable safety, environmental, and constructability requirements. At test temperatures where the binder is a Newtonian fluid, any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
3. Viscosity at 135°C is an indicator of mixing and compaction temperatures that can be expected in the lab and field. High values may indicate high mixing and compaction temperatures. Additionally, significant variation can occur from batch to batch. Contractors should be aware that variation could significantly impact their mixing and compaction operations. Contractors are therefore responsible for addressing any constructability issues that may arise.
4. For quality control of unmodified asphalt binder production, measurement of the viscosity of the original asphalt binder may be substituted for dynamic shear measurements of G*/sin(δ) at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
5. Silicone beam molds, as described in AASHTO TP 1-93, are acceptable for use.
6. If creep stiffness is below 300 MPa, direct tension test is not required. If creep stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used instead of the creep stiffness requirement. The m value requirement must be satisfied in both cases.
7. Maximum values for unaged and RTFO aged dynamic shear apply only to materials used as substitute binders, as described in Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)", Item 341, "Dense-Graded Hot-Mix Asphalt", and Item 344, "Superpave Mixtures."
8. Elastic Recovery (ASTM D6084) is not required unless MSCR (AASHTO T 350) is less than the minimum % recovery. Elastic Recovery must be used for the acceptance criteria in this instance.

3. EQUIPMENT

Provide all equipment necessary to transport, store, sample, heat, apply, and incorporate asphalts, oils, and emulsions.

4. CONSTRUCTION

Typical Material Use. Use materials shown in Table 18, unless otherwise determined by the Engineer.

Table 18
Typical Material Use

Material Application	Typically Used Materials
Hot-mixed, hot-laid asphalt mixtures	PG binders, A-R binders Types I and II
Surface treatment	AC-5, AC-10, AC-15P, AC-20XP, AC-10-2TR, AC-20-5TR, HFRS-2, MS-2, CRS-2, CRS-2H, CRS-2TR, CMS-2P HFRS-2P, CRS-2P, CHFRS-2P, A-R binders Types II and III
Surface treatment (cool weather)	AC12-5TR, RC-250, RC-800, RC-3000, MC-250, MC-800, MC-3000, MC-2400L, CMS-2P
Precoating	AC-5, AC-10, PG 64-22, SS-1, SS-1H, CSS-1, CSS-1H
Tack coat	PG Binders, SS-1H, CSS-1H, EAP&T, TRAIL, EBL
Fog seal	SS-1, SS-1H, CSS-1, CSS-1H, CMS-1P
Hot-mixed, cold-laid asphalt mixtures	AC-0.6, AC-1.5, AC-3, AES-300, AES-300P, CMS-2, CMS-2S
Patching mix	MC-800, SCM I, SCM II, AES-300S
Recycling	AC-0.6, AC-1.5, AC-3, AES-150P, AES-300P, recycling agent, emulsified recycling agent
Crack sealing	SS-1P, polymer mod AE crack sealant, rubber asphalt crack sealers (Class A, Class B)
Microsurfacing	CSS-1P
Prime	MC-30, AE-P, EAP&T, PCE
Curing membrane	SS-1, SS-1H, CSS-1, CSS-1H, PCE
Erosion control	SS-1, SS-1H, CSS-1, CSS-1H, PCE
FDR -Foaming	PG 64-22, FDR EM-SY, FDR EM-HY

- 4.1. **Storage and Application Temperatures.** Use storage and application temperatures in accordance with Table 19. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures supersede those of Table 19.

Table19
Storage and Application Temperatures

Type-Grade	Application		Storage Max (°F)
	Recommended Range (°F)	Max Allowable (°F)	
AC-0.6, AC-1.5, AC-3	200–300	350	350
AC-5, AC-10	275–350	350	350
AC-15P, AC-20-5TR, AC12-5TR and AC10-2TR	300–375	375	360
RC-250	125–180	200	200
RC-800	170–230	260	260
RC-3000	215–275	285	285
MC-30, AE-P	70–150	175	175
MC-250	125–210	240	240
MC-800, SCM I, SCM II	175–260	275	275
MC-3000, MC-2400L	225–275	290	290
HFRS-2, MS-2, CRS-2, CRS-2H, HFRS-2P, CRS-2P, CMS-2, CMS-2S, AES-300, AES-300S, AES-150P, AES-300P, CRS-2TR	120–160	180	180
SS-1, SS-1H, CSS-1, CSS-1H, PCE, EAP&T, SS-1P, RS-1P, CRS-1P, CSS-1P, recycling agent, emulsified recycling agent, polymer mod AE crack sealant	50–130	140	140
PG binders	275–350	350	350
Rubber asphalt crack sealers (Class A, Class B)	350–375	400	–
A-R binders Types I, II, and III	325–425	425	425

5. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but is subsidiary or is included in payment for other pertinent items.

Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

Special Specification 6185

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)



1. DESCRIPTION

Furnish, operate, maintain and remove upon completion of work, Truck Mounted Attenuator (TMA) or Trailer Attenuator (TA).

2. MATERIALS

Furnish, operate and maintain new or used TMAs or TAs. Assure used attenuators are in good working condition and are approved for use. A list of approved TMA/TA units can be found in the Department's Compliant Work Zone Traffic Control Devices List. The host vehicle for the TMA and TA must weigh a minimum of 19,000 lbs. Host vehicles may be ballasted to achieve the required weight. Any weight added to the host vehicle must be properly attached or contained within it so that it does not present a hazard and that proper energy dissipation occurs if the attenuator is impacted from behind by a large truck. The weight of a TA will not be considered in the weight of the host vehicle but the weight of a TMA may be included in the weight of the host vehicle. Upon request, provide either a manufacturer's curb weight or a certified scales weight ticket to the Engineer.

3. CONSTRUCTION

Place or relocate TMA/TAs as shown on the plans or as directed. The plans will show the number of TMA/TAs needed, for how many days or hours, and for which construction phases.

Maintain the TMA/TAs in good working condition. Replace damaged TMA/TAs as soon as possible.

4. MEASUREMENT

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the each or by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. A minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Truck Mounted Attenuators/Trailer Attenuators (Stationary)," or "Truck Mounted Attenuators/Trailer Attenuators (Mobile Operation)." This price is full compensation for furnishing TMA/TA: set up; relocating; removing; operating; fuel; and equipment, materials, tools, labor, and incidentals.

Special Provision to Item 000

Environmental Important Notice to Contractors



The Contractor's attention is directed to the fact that there may be some outstanding environmental permits as of January 2023 required for the construction of this project. The County anticipates that these permits will be acquired as shown.

The Contractor is invited to review the outstanding permitting requirements with the Engineer assigned to this project and listed in the "Notice to Contractors." An extension of work time may be granted, as necessary, for delays caused by environmental permitting interference with this work.

The following environmental reports and/or permits are to be completed or secured as shown.

PERMIT/REPORT	REQUIRED	NOT REQUIRED	ESTIMATED DATE OF APPROVAL
Environmental Impact Statement		X	
Environmental Assessment		X	
Categorical Exclusion		X	
Phase 1 Environmental Assessment		X	
Jurisdictional Waters Survey		X	
Archaeological Investigations		X	
Cultural Resources Survey		X	
Karst Survey		X	
Habitat Assessment		X	
Geological Survey		X	
Contributing Zone Plan		X	
Water Pollution Abatement Plan		X	
Air Quality Analysis		X	
Noise Quality Analysis		X	
Regional Habitat Conservation Plan		X	



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: To submit Proposals for this Contract, prospective bidder shall, on THURSDAY, MARCH 02, 2023, meet the following requirements: (1) be qualified via "Confidential Questionnaire" by the Texas Department of Transportation (TxDOT) for bidding on State projects or within the 90 day grace period for the preparation of a new qualification statement, or have submitted the Confidential Questionnaire and have it on file with TxDOT at least 14 days before the date proposals are to be opened; (2) not on the TxDOT list of currently debarred/sanctioned contractors; and (3) provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts. (4) SYSTEM FOR AWARD MANAGEMENT (SAM): Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in SAM. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration Page.

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://hayscountytexas.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 3.4.2 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 Contract 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 recollection 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 be 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 OF 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 000

Important Notice to Contractors



For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	618
1,000,000	3,000,000	832
3,000,000	5,000,000	940
5,000,000	15,000,000	1317
15,000,000	25,000,000	1718
25,000,000	50,000,000	2411
50,000,000	Over 50,000,000	4265

In addition to the amount shown in Table 1, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision to Item 132

Embankment



Item 132, "Embankment" 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 132.3.4., "Compaction Methods." The last sentence is replaced by the following.

Compact embankments in accordance with Section 132.3.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density Control," as shown on the plans. The Contractor may use Section 132.3.4.3., "Density Control by Computer-Generated (CG) Curve," as an option for density control.

Article 132.3.4., "Compaction Methods," is supplemented by the following.

3.4.3. Density Control by Computer-Generated (CG) Curve. At the Contractor's discretion, CG curves may be used for density control.

Compact each layer to the required density using equipment complying with Item 210, "Rolling." Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 12 in. loose or 10 in. compacted material, unless otherwise approved. Maintain a level layer with consistent thickness to ensure uniform compaction.

When using this method for each source and type of material, or when directed, sample and conduct testing according to the input parameters specified in Table 3 and provide CG field moisture-density curves based on each soil-compactor-lift thickness combination and CG Tex-114-E moisture-density curves based on each lift of soil. The CG field dry density (D_{fcg}) must be greater than or equal to the CG Tex-114-E maximum dry density (D_{acg}). The Engineer may obtain independent soil samples for supplemental Tex-114-E lab tests to check a supplemental maximum dry density (D_a) and optimum moisture content (W_{opt}) for reference when new CG curves are submitted. Provide access to the computer program used to generate the curve, when directed.

Table 3
Computer-Generated Lab and Field Compaction Curve Input Criteria

Input Variables	Test Method
Liquid Limit, %	Tex-104-E
Plasticity Index (PI), %	Tex-106-E
Soil gradation	Tex-110-E Tex-111-E
Soil classification	Tex-112-E
Compaction roller brand, type, and model	N/A
Loose lift thickness, in.	N/A
Soil specific gravity	Use 2.65 for soil type SC. Use 2.68 for soil type CL. Use 2.69 for soil type CH.

Provide a compaction control report showing all input and output parameters and CG compaction curves, including:

- CG Tex-114-E laboratory maximum dry density (D_{acg}),
- CG Tex-114-E laboratory optimum moisture content (W_{optcg}),
- CG field maximum dry density (D_{fcg}),

- CG field optimum moisture content ($W_{f_{optcg}}$),
- graph of CG laboratory and field compaction curves and the "Zero Air Voids Line," and
- minimum number of roller passes to achieve the required density and moisture content.

Meet the requirements for field maximum dry density (D_{fcg}) and field optimum moisture content ($W_{f_{optcg}}$) specified in Table 4, unless otherwise shown on the plans. Use only the specific roller and soil properties utilized in lift construction as input parameters to generate the CG field curve used to meet moisture-density requirements in construction.

Table 4
Computer-Generated Lab and Field Compaction Curve Input Criteria

Description	Density	Moisture Content
	Tex-115-E	
$PI \leq 15$	$\propto 98\% D_{fcg}$	$\propto W_{f_{optcg}}$
$15 < PI \leq 35$	$\propto 98\% D_{fcg}$ and $\nless 102\% D_{fcg}$	$\propto W_{f_{optcg}}$
$PI > 35$	$\propto 95\% D_{acg}$ and $\nless 100\% D_{acg}$	$\propto W_{f_{optcg}}$

Each layer is subject to testing by the Engineer for density and moisture content. During compaction, the moisture content of the soil should be above CG optimum moisture content but should not exceed the value shown on the moisture-density curve, above optimum, required to achieve 98% dry density.

When the CG field maximum dry density (D_{fcg}) is not achieved, perform the following steps in order.

- Verify that construction controls including lift soil properties, minimum number and uniformity of compactor passes, lift thickness, and moisture content are correct.
- If needed, rework the lift with the corrected controls using the original CG curve.
- Generate a new CG field compaction curve based on actual in-place soil properties and rework the lift.
- Generate a non-CG Tex-114-E moisture-density reference standard and rework the material using this reference standard.

When required, remove small areas of the layer to allow for density tests. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, "Proof Rolling," when shown on the plans or as directed. Correct soft spots as directed.

Article 132.3.5., "Maintenance of Moisture and Reworking." The first sentence is replaced by the following.

Maintain the density and moisture content once all requirements in Table 2 or 4 are met.

Special Provision to Item 247

Flexible Base



Item 247, "Flexible Base" 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.

Section 2.4., "Certification." This section is added.

Personnel certified by the Department-approved soils and base certification program must conduct all sampling, field testing, and laboratory testing required by the following:

- Section 2.1, "Aggregate,"
- Section 2.1.3.2, "Recycled Material (Including Crushed Concrete) Requirements,"
- Section 4.3, "Compaction," for measuring flexible base depth, and
- Section 4.3.2, "Density Control," for determining the roadway density and moisture content.

Supply the Engineer with a list of certified personnel and copies of their current certificates before laboratory and field testing is performed and when personnel changes are made. At any time during the project, the Engineer may perform production tests as deemed necessary in accordance with Item 5, "Control of the Work."

Section 2.5., "Reporting and Responsibilities." This section is added.

Use Department-provided templates to record and calculate all test data. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. Record and electronically submit all test results and pertinent information on Department-provided templates.

Section 2.6., "Sampling." This section is added.

The Engineer will sample flexible base from stockpiles located at the production site or at the project location in accordance with [Tex-400-A](#), Section 5.3. The Engineer will label the sample containers as "Engineer," "Contractor" or "Supplier," and "CST/M&P." Witness the sampling and take immediate possession of the sample containers labeled "Contractor" or "Supplier." The Engineer will maintain custody of the samples labeled "CST/M&P" until testing and reporting is completed.

Section 2.7., "Referee Testing." This section is added.

CST/M&P is the referee laboratory. The Contractor may request referee testing when the Engineer's test results fail to meet any of the material requirements listed in Table 1. Make the request via email within 5 working days after receiving test results from the Engineer. Submit test reports signed and sealed by a licensed professional engineer from a commercial laboratory listed on the Department's Material Producer List (MPL) of laboratories approved to perform compaction and triaxial compression testing located at <http://ftp.dot.state.tx.us/pub/txdot-info/cmd/mpl/complabs.pdf>. Submit completed test reports electronically on Department-provided templates in their original format. The referee laboratory will report test results to the Engineer within the allowable number of working days listed in Table 2 from the time the referee laboratory receives the samples. It is at the discretion of the Engineer or the referee laboratory to deny a referee request upon review of the test reports provided by the Contractor.

Table 2
Number of Allowable Working Days to Report Referee Test Results

Material Property	Test Method	Working Days
Gradation	Tex-110-E, Part I	5
Liquid Limit (Multi-Point Method)	Tex-104-E, Part I	5
Plasticity Index	Tex-106-E	5
Wet Ball Mill Value	Tex-116-E, Parts I and II	5
Wet Ball Mill, % Increase passing #40 sieve		
Compressive Strength ¹	Tex-117-E, Part II	6
Compressive Strength ²	Tex-117-E	12

1. Moisture-Density curve provided by the District
2. Moisture-Density curve determined by the referee laboratory

Section 4.6., "Ride Quality." This section is voided and replaced by the following.

Measurement of ride quality only applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final riding surface, unless otherwise shown on the plans. Measure the ride quality of the base course either before or after the application of the prime coat, as directed, and before placement of the surface treatment. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile data to the Engineer in electronic data files within 3 days of measuring the ride quality using the format specified in [Tex-1001-S](#). The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections for each wheel path having an average international roughness index (IRI) value greater than 100 in. per mile to an IRI value of 100 in. per mile or less, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

Special Provision to Item 302

Aggregates for Surface Treatments



Item 302, "Aggregates for Seal Coats," 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.

Section 2.1., "Aggregate." Tables 2 and 3 are voided and replaced by the following.

Table 2
Aggregate Gradation Requirements (Cumulative % Retained¹)

Sieve	Grade								
	1	2	3S ²	3		4S ²	4	5S ²	5
				Non-Lightweight	Lightweight				
1"	-	-	-	-	-	-	-	-	-
7/8"	0-2	0	-	-	-	-	-	-	-
3/4"	20-35	0-2	0	0	0	-	-	-	-
5/8"	85-100	20-40	0-5	0-5	0-2	0	0	-	-
1/2"	-	80-100	55-85	20-40	10-25	0-5	0-5	0	0
3/8"	95-100	95-100	95-100	80-100	60-80	60-85	20-40	0-5	0-5
1/4"	-	-	-	95-100	95-100	-	-	65-85	-
#4	-	-	-	-	-	95-100	95-100	95-100	50-80
#8	99-100	99-100	99-100	98-100	98-100	98-100	98-100	98-100	98-100

1. Round test results to the nearest whole number.
2. Single-size gradation.

Table 3
Aggregate Quality Requirements

Property	Test Method	Requirement ¹	
		Minimum	Maximum
SAC	AQMP	As shown on the plans	
Deleterious Material ² , %	Tex-217-F , Part I	-	2.0
Decantation, %	Tex-406-A	-	1.5
Flakiness Index, %	Tex-224-F	-	17
Gradation	Tex-200-F , Part I	Table 2 Requirements	
Los Angeles Abrasion, %	Tex-410-A	-	35
Magnesium Sulfate Soundness, 5 Cycle, %	Tex-411-A	-	25
Micro-Deval Abrasion, %	Tex-461-A	Note 3	
Coarse Aggregate Angularity ⁴ , 2 Crushed Faces, %	Tex-460-A , Part I	85	-
Additional Requirements for Lightweight Aggregate			
Dry Loose Unit Wt., lb./cu. ft.	Tex-404-A	35	60
Pressure Slaking, %	Tex-431-A	-	6.0
Freeze-Thaw Loss, %	Tex-432-A	-	10.0
Water Absorption, 24hr., %	Tex-433-A	-	12.0

1. Material requirements are listed below, unless otherwise shown on the plans.
2. Not required for lightweight aggregate.
3. Used to estimate the magnesium sulfate soundness loss in accordance with Section 2.1.1.
4. Only required for crushed gravel.

Section 2.1.1., “Micro-Deval Abrasion,” is added.

The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source per project that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula.

$$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$$

where:

$Mg_{est.}$ = magnesium sulfate soundness loss

$MD_{act.}$ = actual Micro-Deval percent loss

$RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved by the Engineer. The Engineer may require additional testing before granting approval.

Section 2.2., “Precoating.” The third paragraph is voided and replaced by the following.

The Engineer retains the right to remove precoat material from aggregate samples in accordance with [Tex-210-F](#), or as recommended by the Construction Division, and test the aggregate to verify compliance with Table 2 and Table 3 requirements. Gradation testing may be performed with precoat intact.

Section 2.3., “Sampling,” is added.

Personnel who conduct sampling and witnessing of sampling must be certified by the Department-approved certification program. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning construction and when personnel changes are made. At any time during the project, the Engineer may perform production tests as deemed necessary in accordance with Item 5, “Control of the Work.”

The Engineer will sample aggregate from stockpiles located at the production site, intermediate distribution site, or project location in accordance with [Tex-221-F](#), Section 3.2.3. The Engineer will split each sample into 2 equal portions in accordance with [Tex-200-F](#), Section 3.3, and label these portions “Engineer” and “Contractor” or “Supplier.” Witness the sampling and splitting, and take immediate possession of the samples labeled “Contractor” or “Supplier”.

Section 2.4., “Reporting and Responsibilities,” is added.

The Engineer will provide test results to the Contractor and Supplier within 10 working days from the date the stockpile was sampled for sources listed on the Department’s Bituminous Rated Source Quality Catalog (BRSQC), unless otherwise directed. The Engineer will provide test results for the LA Abrasion ([Tex-410-A](#)) and Magnesium Sulfate Soundness ([Tex-411-A](#)) tests within 30 calendar days for sources not listed on the BRSQC, or for sources not meeting the requirements of Section 2.1.1., “Micro-Deval Abrasion.” The Engineer will report to the other party within 24 hours when any test result does not meet the requirements listed in Table 2 or Table 3.

Special Provision to Item 316

Seal Coat



Item 316, "Seal Coat" 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.

Section 4.8, "Asphalt Placement" is supplemented by the following:

- 4.8.5. Collect all samples in accordance with Tex-500-C, "Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers" from the distributor and with witness by the Engineer.
- At least once per project, collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD for testing and retain the other split sample.
- In addition, collect one sample of each binder grade and source used on the project for each production day. The Engineer will retain these samples.
- The Engineer will keep all retained samples for one yr., for hot-applied binders and cutback asphalts; or for two mo., for emulsified asphalts. The Engineer may submit retained samples to MTD for testing as necessary or as requested by MTD.

Special Provision to Item 340

Dense-Graded Hot-Mix (Small Quantity)



Item 340, "Dense-Graded Hot-Mix (Small Quantity)" of the Standard Specifications is replaced by Special Specification [3076](#), "Dense-Graded Hot-Mix Asphalt," Section 4.9.4., "Exempt Production." All Item 340 Special Provisions and bid codes are no longer available, beginning with the February 2022 letting.

Special Provision to Item 347

Thin Overlay Mixture (TOM)



Item 347, "Thin Overlay Mixture (TOM)" of the Standard Specifications is replaced by Special Specification [3081](#), "Thin Overlay Mixture (TOM)". All Item 347 Special Provisions and bid codes are no longer available, beginning with the April 2022 letting.

Special Provision to Item 421

Hydraulic Cement Concrete



Item 421, "Hydraulic Cement Concrete" 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 421.2., "Materials," the second sentence of the first paragraph is voided and replaced by the following.

Provide aggregates from sources listed in the Department's Concrete Rated Source Quality Catalog (CRSQC).

Article 421.2.2., Supplementary Cementing Materials (SCM), is voided and replaced with the following.

Supplementary Cementing Materials (SCM).

- **Fly Ash.** Furnish fly ash, Modified fly ash (MFA), and Ground Bottom Ash (GBA) conforming to [DMS-4610](#), "Fly Ash."
- **Slag Cement.** Furnish Slag Cement conforming to [DMS-4620](#), "Slag Cement."
- **Silica Fume.** Furnish silica fume conforming to [DMS-4630](#), "Silica Fume."
- **Metakaolin.** Furnish metakaolin conforming to [DMS-4635](#), "Metakaolin."

Article 421.3.1.3., "Agitators and Truck and Stationary Mixers," the first paragraph is voided and replaced by the following.

Provide stationary and truck mixers capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass and capable of discharging the concrete so that the requirements of [Tex-472-A](#) are met.

Article 421.3.1.3., "Agitators and Truck and Stationary Mixers," is supplemented with the following.

Truck mixers with automated water and chemical admixture measurement and slump and slump flow monitoring equipment meeting the requirement of ASTM C 94 will be allowed. Provide data every 6 mo. substantiating the accuracy of slump, slump flow, temperature, water, and chemical admixture measurements. The slump measured by the automated system must be within 1 in. of the slump measured in accordance with [Tex-415-A](#). The concrete temperature measured by the automated system must be within 1°F of concrete temperature measured in accordance with [Tex-422-A](#). The Engineer will not use the automated measurements for acceptance.

Article 421.4.2, "Mix Design Proportioning," Table 8 is voided and replaced by the following.

Table 8
Concrete Classes

Class of Concrete	Design Strength, ¹ Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades ^{2,3,4}	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage ⁵
A	3,000	0.60	1–4, 8	I, II, I/II, IL, IP, IS, IT, V	1, 2, 4, & 7	When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%.	Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts
B	2,000	0.60	2–7				Riprap, traffic signal controller foundations, small roadside signs, and anchors
C ⁶	3,600	0.45	1–6	I, II, I/II, IP, IL, IS, IT, V	1–8		Drilled shafts, bridge substructure, traffic rail, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, traffic barrier
E	3,000	0.50	2–5	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%.	Seal concrete
F ⁶	Note ⁷	0.45	2–5	I, II, I/II, IP, IL, IS, IT, V			Railroad structures; occasionally for bridge piers, columns, bents, post-tension members
H ⁶	Note ⁷	0.45	3–6	I, II, I/II, III, IP, IL, IS, IT, V	1–4, 8	Mix design options 1-8 allowed for cast-in-place concrete and the following precast elements unless otherwise stated in the plans: <ul style="list-style-type: none"> ■ Bridge Deck Panels, ■ Retaining Wall Systems, ■ Coping, ■ Sound Walls, ■ Wall Columns, ■ Traffic Rail, ■ Traffic Barrier, ■ Long/Arch Span Culverts, and ■ precast concrete products included in Items 462, 464, and 465. Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Options 6, & 7 allowed for cast-in-place Class H concrete.	Precast concrete, post-tension members
S ⁶	4,000	0.45	2–5	I, II, I/II, IP, IL, IS, IT, V	1–8		Bridge slabs, top slabs of direct traffic culverts, approach slabs
P	See Item 360, "Concrete Pavement."	0.50	2–3	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%.	Concrete pavement

Class of Concrete	Design Strength, ¹ Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades ^{2,3,4}	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage ⁵
CO ⁶	4,600	0.40	6	I, II, I/II, IP, IL, IS, IT, V	1-8		Bridge deck concrete overlay
LMC ⁶	4,000	0.40	6-8				Latex-modified concrete overlay
SS ⁶	3,600	0.45	4-6		1-8	Use a minimum cementitious material content of 658 lb./cu. yd. of concrete. Limit the alkali loading to 4.0 lbs./cu. yd. or less when using option 7.	Slurry displacement shafts, underwater drilled shafts
K ⁶	Note ⁷	0.40	Note ⁷	I, II, I/II, III IP, IL, IS, IT, V	1-8		Note ⁷
HES	Note ⁷	0.45	Note ⁷	I, II, IL, I/II, III		Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply.	Concrete pavement, concrete pavement repair
"X" (HPC) 6,8,9	Note ¹⁰	0.45	Note ¹⁰	I, II, I/II, III IP, IL, IS, IT, V	1-4, & 8	Maximum fly ash replacement for Option 3 may be increased to 50%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete.	
"X" (SRC) 6,8,9	Note ¹⁰	0.45	Note ¹⁰	I/II, II, IP, IL, IS, IT, V	1-4, & 7	When using fly ash, only use fly ashes allowed for SRC as listed in the Fly Ash MPL. Type III-MS may be used where allowed. Type I and Type III cements may be used when fly ashes allowed for SRC as listed in the Fly Ash MPL are used, and with a maximum w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Use Option 7 for precast concrete where allowed.	

- Design strength must be attained within 56 days.
- Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. minimum clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
- Use Grade 8 aggregate in extruded curbs unless otherwise approved.
- Other grades of coarse aggregate may be used in non-structural concrete classes when allowed by the Engineer.
- For information only.
- Structural concrete classes.
- As shown on the plans or specified.
- "X" denotes class of concrete shown on the plans or specified.
- (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
- Same as class of concrete shown on the plans.

Article 421.4.2.2., "Aggregates," is supplemented by the following.

Use the following equation to determine if the aggregate combination meets the sand equivalency requirement when blending fine aggregate or using an intermediate aggregate:

$$\frac{(SE_1 \times P_1) + (SE_2 \times P_2) + (SE_{ia} \times P_{ia})}{100} \geq 80\%$$

where:

SE_1 = sand equivalency (%) of fine aggregate 1

SE_2 = sand equivalency (%) of fine aggregate 2

SE_{ia} = sand equivalency (%) of intermediate aggregate passing the 3/8 in. sieve

P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend

P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend

P_{ia} = percent by weight of intermediate aggregate passing the 3/8 in. sieve

Article 421.4.2.3., "Chemical Admixtures," the second paragraph is voided and replaced with the following.

Use a 30% calcium nitrite solution when a corrosion-inhibiting admixture is required. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans. Use set retarding admixtures, as needed, to control setting time to ensure concrete containing corrosion inhibiting admixtures remain workable for the entire duration of the concrete placement. Perform setting time testing and slump loss testing during trial batch testing.

Article 421.4.2.5., "Slump," the second paragraph is voided and not replaced. Table 9 is voided and replaced with below:

Table 9
Placement Slump Requirements

General Usage	Placement Slump Range, ^{1,2} in.
Walls (over 9 in. thick), caps, columns, piers	3 to 7
Bridge slabs, top slabs of direct traffic culverts, approach slabs, concrete overlays, latex-modified concrete for bridge deck overlays	3 to 6
Inlets, manholes, walls (less than 9 in. thick), bridge railing, culverts, concrete traffic barrier, concrete pavement (formed)	4 to 6
Precast concrete	4 to 9
Underwater concrete placements	6 to 8-1/2
Drilled shafts, slurry displaced and underwater drilled shafts	See Item 416, "Drilled Shaft Foundations."
Curb, gutter, curb and gutter, concrete retards, sidewalk, driveways, seal concrete, anchors, riprap, small roadside sign foundations, concrete pavement repair, concrete repair	As approved

1. Maximum slump values may be increase above these values shown using chemical admixtures, provided the admixture treated concrete has the same or lower water-to-cementitious ratio and does not exhibit segregation or excessive bleeding. Request approval to increase slump limits in advance for proper evaluation by the Engineer.
2. For fiber reinforced concrete, perform slump before addition of fibers.

Article 421.4.2.6., "Mix Design Options", is voided and replaced with the following.

Option 1. Replace cement with at least the minimum dosage listed in the Fly Ash MPL for the fly ash used in the mixture. Do not replace more than 50% of the cement with fly ash.

Option 2. Replace 35% to 50% of the cement with slag cement.

Option 3. Replace 35% to 50% of the cement with a combination of fly ash, slag cement, MFA, metakaolin, or at least 3% silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.

Option 4. Use Type IP, Type IS, or Type IT cement as allowed in Table 8 for each class of concrete. Up to 10% of a Type IP, Type IS, or Type IT cement may be replaced with fly ash, slag cement, or silica fume. Use no more than 10% silica fume in the final cementitious material mixture if the Type IT cement contains silica fume, and silica fume is used to replace the cement.

Option 5. Option 5 is left intentionally blank.

Option 6. Use a lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A. Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's MPL, certified by the Construction Division as being capable of testing according to Tex-471-A.

Option 7. Ensure the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when using hydraulic cement not containing SCMs calculated as follows:

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\% \text{ Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

Option 8. Use Table 10 when deviating from Options 1–3 or when required by the Fly Ash MPL. Perform required testing annually and submit results to the Engineer. Laboratories performing ASTM C1260, ASTM C1567, and ASTM C1293 testing must be listed on the Department's MPL. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer demonstrating the proposed mixture conforms to the requirements of Table 10.

Provide a certified test report signed and sealed by a licensed professional engineer, when HPC is required, and less than 20% of the cement is replaced with SCMs, demonstrating ASTM C1202 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

- Moisture cure specimens 56 days at 73°F.
- Moisture cure specimens 7 days at 73°F followed by 21 days at 100°F.

Table 10
Option 8 Testing and Mix Design Requirements

Scenario	ASTM C1260 Result		Testing Requirements for Mix Design Materials or Prescriptive Mix Design Options
	Mix Design Fine Aggregate	Mix Design Coarse Aggregate	
A	> 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of each aggregate ¹ to 0.10% when tested individually in accordance with ASTM C1567.
B	≤ 0.10%	≤ 0.10%	Use the minimum replacement listed in the Fly Ash MPL, or When Option 8 is listed on the MPL, use a minimum of 40% fly ash with a maximum CaO ² content of 25%, or Use any ternary combination which replaces 35% to 50% of cement.
	≤ 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Use a minimum of 20% of any fly ash; or Use any ternary combination which replaces 20% to 50% of cement.
C	≤ 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of coarse and intermediate ¹ aggregate to 0.10% when tested individually in accordance with ASTM C1567.
D	> 0.10%	≤ 0.10%	Use the minimum replacement listed in the Fly Ash MPL, or When Option 8 is listed on the MPL, use a minimum of 40% fly ash with a maximum CaO ² content of 25%, or Use any ternary combination which replaces 35% to 50% of cement.
	> 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Determine the dosage of SCMs needed to limit the 14-day expansion of each fine aggregate to 0.10% when individually tested in accordance with ASTM C1567.

1. Intermediate size aggregates will fall under the requirements of mix design coarse aggregate.
2. Average the CaO content from the previous ten values as listed on the test certificate.

Article 421.4.2.7., "Optimized Aggregate Gradation (OAG) Concrete," the first sentence of the first paragraph is voided and replaced by the following.

The gradations requirements in Table 4 and Table 6 do not apply when OAG concrete is specified or used by the Contractor unless otherwise shown on the plans.

The fineness modulus for fine aggregate listed in Table 5, does not apply when OAG Concrete is used,

Article 421.4.6.2., "Delivering Concrete," the third paragraph is supplemented by the following.

When truck mixers are equipped with automated water or chemical admixture measurement and slump or slump flow monitoring equipment, the addition of water or chemical admixtures during transit is allowed. Reports generated by this equipment must be submitted to the Engineer daily.

Article 421.4.6.2., "Delivering Concrete," the fifth paragraph is voided and replaced with the following. Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14. Concrete delivered after these times, and concrete that has not begun to discharge within these times will be rejected

Article 421.4.8.3., "Testing of Fresh Concrete," is voided and replaced with the following.

Testing Concrete. The Engineer, unless specified in other Items or shown on the plans, will test the fresh and hardened concrete in accordance with the following methods:

- Slump. [Tex-415-A](#);
- Air Content. [Tex-414-A](#) or [Tex-416-A](#);
- Temperature. [Tex-422-A](#);
- Making and Curing Strength Specimens. [Tex-447-A](#);
- Compressive Strength. [Tex-418-A](#);
- Flexural Strength. [Tex-448-A](#); and
- Maturity. [Tex-426-A](#).

Flexural strength and maturity specimens will not be made unless specified in other items or shown on the plans.

Concrete with slump less than minimum required after all addition of water withheld will be rejected, unless otherwise allowed by the Engineer. Concrete with slump exceeding maximum allowed may be used at the contractor's option. If used, Engineer will make, test, and evaluate strength specimens as specified in Article 421.5., "Acceptance of Concrete." Acceptance of concrete not meeting air content or temperature requirements will be determined by Engineer. Fresh concrete exhibiting segregation and excessive bleeding will be rejected.

Article 421.4.8.3.1. "Job-Control Testing," is voided and not replaced.

Special Provision to Item 427

Surface Finishes for Concrete



Item 427, "Surface Finishes for Concrete" 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 427.2.1 "Coatings," is supplemented with the following:

Epoxy Waterproofing. Provide Type X Epoxy per [DMS-6100](#) "Epoxies and Adhesives." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

Article 427.4.2.2 "Application," is supplemented with the following:

Epoxy Waterproofing. Mix epoxy per manufacturer's instructions. Apply the coating on a dry surface at a maximum application rate of 100 sq. ft per gallon. Apply a thin uniform film of mixed epoxy to the substrate by the use of a short nap roller or brush. The epoxy may be sprayed following the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Match the color of the applied coating with the color standard shown on the plans. Apply when ambient temperature is between 50°F and 100°F.

Article 427.6 "Payment," the second paragraph is voided and replaced in its entirety with:

When a surface finish for concrete is specified as a pay item, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adhesive Grout Finish," "Concrete Paint Finish," "Opaque Sealer Finish," "Silicone Resin Paint Finish," "Epoxy Waterproof Finish," or "Blast Finish." This price is full compensation for materials; cleaning and preparing surfaces; application of materials; and equipment, labor, tools, and incidentals.

Special Provision to Item 440

Reinforcement for Concrete



Item 440, "Standard Specification Title" 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 440.2., "Materials" is supplemented with the following:

- 2.14. Provide zinc-coated, hot-dip galvanized Class I or II steel reinforcement conforming to ASTM A767, Grades 60 or 75 when shown on the plans and as allowed.
- 2.15. Provide continuously hot-dip galvanized reinforcement (CGR) conforming to ASTM A1094 steel reinforcement, Grades 60 or 75 when shown on the plans and as allowed.

Article 440.2.5., "Weldable Reinforcing Steel" is supplemented with the following:

All welding operations must be performed prior to hot-dip galvanizing.

Article 440.2.8., "Mechanical Couplers" is supplemented with the following:

Provide hot-dipped or mechanically galvanized couplers when splicing galvanized reinforcing or continuously galvanized reinforcing.

Article 440.2.11., "Low-Carbon, Chromium Reinforcing Steel." The first sentence is voided and replaced by the following:

Provide deformed steel bars conforming to ASTM A1035, Grade 100, Type CS when low-carbon, chromium reinforcing steel is required on the plans. Type CM will only be permitted if specified on the plans.

Article 440.3.1., "Bending" is supplemented with the following:

Do not bend hot-dip galvanized reinforcement. Only minor positioning adjustments are permitted.

Bending of continuously galvanized reinforcement is permitted after galvanizing.

Article 440.3.5, "Placing" the following will be added to paragraph four.

Use Class 1 or 1A supports with continuously galvanized reinforcing. Provide epoxy or plastic-coated tie wires and clips for use with epoxy coated reinforcing steel.

Article 440.3.6.3., "Repairing Coating" is supplemented with the following:

Repair damaged galvanized surfaces in accordance with Article 445.3.5.2. "Repair Processes."

Special Provision to Item 464

Reinforced Concrete Pipe



Item 464, "Reinforced Concrete Pipe," 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.

Section 2.1., "Fabrication." The section is voided and replaced with the following.

Fabrication plants must be approved by the Materials and Tests Division in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures," before furnishing precast reinforced concrete pipe for Departmental projects. The Department's MPL has a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

Section 2.3., "Marking." The first paragraph is voided and replaced with the following.

Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

- Class or D-Load of pipe,
- ASTM designation,
- Date of manufacture,
- Pipe size,
- Name or trademark of fabricator and plant location,
- Designation "TX" for precast units fabricated per DMS-7305;
- Designated fabricator's approval stamp for each approved unit,
- Pipe to be used for jacking and boring (when applicable), and
- Designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).

Section 2.5., "Causes for Rejection." The section is voided and replaced with the following.

Individual sections of pipe may be rejected for any of the conditions stated in the Annex of DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

Section 2.6., "Repairs." The section is voided and replaced with the following:

Make repairs, if necessary, as stated in the Annex of DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

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 1 acre 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.

Special Provision to Item 540

Metal Beam Guard Fence



Item 540, "Metal Beam Guard Fence" 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 540.4.7, "Measurement," is voided and replaced with the following:

Long Span System. Measurement will be by each long span system, complete in place. Each long span system will be from the first CRT to the last CRT in the system.

Special Provision to Item 666

Retroreflectorized Pavement Markings



Item 666, "Retroreflectorized Pavement Markings," 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.

Section 2.3., "Glass Traffic Beads." The first paragraph is voided and replaced by the following:

Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads for longitudinal pavement markings where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads. Furnish Type II beads for work zone pavement markings and transverse markings or symbols.

Section 4.3.1., "Type I Markings.," is supplemented by the following:

4.3.1.3. Spot Striping. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

Section 4.3.2., "Type II Markings.," is supplemented by the following:

4.3.2.1. Spot Striping. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

Section 4.4., "Retroreflectivity Requirements.," is voided and replaced by the following.

Type I markings for Contracts totaling more than 20,000 ft. of pavement markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline or no passing barrier-line, and lane line markings when measured any time after 3 days, but not later than 10 days after application.

- White markings: 250 millicandelas per square meter per lux (mcd/m²/lx)
- Yellow markings: 175 mcd/m²/lx

Retroreflectivity requirements for Type I markings are not required for Contracts with less than 20,000 ft. of pavement markings or Contracts with callout work, unless otherwise shown on the plans.

Section 4.5., "Retroreflectivity Measurements.," is voided and replaced by the following:

Use a mobile retroreflectometer to measure retroreflectivity for Contracts totaling more than 50,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 50,000 ft. of pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

Section 4.5.1., "Mobile Retroreflectometer Measurements." The last paragraph is voided and replaced by the following.

Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this third application within that mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

Section 4.5.2., "Portable Retroreflectometer Measurements." The first and second paragraphs are voided and replaced by the following.

Provide portable measurement averages for every 1.0 mile unless otherwise specified or approved. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, each line of a double line) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the averages of these measurements fail. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

Section 4.6. "Performance Period." The first sentence is voided and replaced by the following:

All longitudinal markings must meet the minimum retroreflectivity requirements within the time frame specified. All markings must meet all other performance requirements of this specification for at least 30 calendar days after installation.

Article 6. "Payment." The first two paragraphs are voided and replaced by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified; "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified, as applicable; "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified; "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified; or "Reflectorized Pavement Marking (Call Out)" of the shape, width, size, and thickness (Type I markings only) specified, as applicable; or "Pavement Sealer (Call Out)" of the size specified.

This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

Special Provision to Special Specification 6185

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

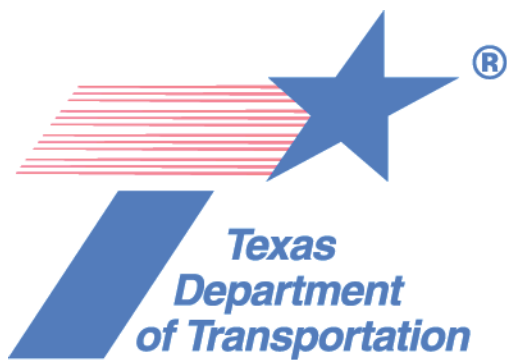


Item 6185, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 4. "Measurement", is voided and replaced by the following:

- 4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measureable. A day will be measured for each TMA/TA set up and operational on the worksite.
- 4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour or by the day. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. When measurement by the hour is specified, a minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

APPENDIX A
QUALITY ASSURANCE PROGRAM
FOR CONSTRUCTION PROJECTS



Quality Assurance Program for Design-Bid-Build Projects

May 2019

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Appendix A – Acronyms and Definitions

Appendix B – Test Methods for Split/Proficiency Evaluation

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Appendix E – Material Certification Example Letter for Projects with Non-Federal Oversight

Appendix F – Archived Versions

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: <ul style="list-style-type: none"> • 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	$\pm 2\%$
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: $\pm 5\%$ points
		\leq No. 4 sieve: $\pm 3\%$ points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content $\pm 0.5\%$
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content $\pm 0.5\%$
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: $\pm 5.0\%$ points (individual % retained)
		$\leq 5/8$ " sieve-No. 200: $\pm 3.0\%$ (individual % retained)
		Passing No. 200: $\pm 1.6\%$ points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	$\pm 1.0\%$ laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: $\pm 1.0\%$
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): $\pm 1.0\%$
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	$\pm 0.3\%$

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	$\pm 1.0\%$ 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. <u>Corrective actions:</u>	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix D

Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

- ☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
- ☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix E

Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

- ☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
- ☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

Appendix F Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

APPENDIX B
GUIDE SCHEDULE OF SAMPLING AND TESTING

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

JUNE 28, 2019



Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to **the Materials and Tests Division (MTD)**. For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to **MTD**. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer . Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift.	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.
				Cut: each 6,000 LF	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Type CS backfill . Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E	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
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.
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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS			
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	NEW BASE MATERIAL (Continued)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. (C)
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS			
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES

A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • 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	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>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.</p> <p>The Engineer must associate one QM sample per project in SM.</p>
COMPLETE MIXTURE	Gradation (A)	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	<p>Sample in accordance with Tex-222-F.</p> <p>Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.</p>
	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	<p>Determine an asphalt content correction factor for ignition oven at a minimum of one per project.</p> <p>Sample in accordance with Tex-222-F.</p>
	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	<p>This test may be waived, when shown on the plans.</p> <p>Sample in accordance with Tex-222-F.</p>
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	<p>Not required for ordinary compaction or when air void requirements are waived.</p> <p>Sample in accordance with Tex-222-F.</p>
	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	<p>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:</p> <ul style="list-style-type: none"> • 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.

This is a guide for minimum sampling and testing.
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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC , meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC , meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC , meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC . Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer . Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant . The Engineer must associate one QM sample per project in SM .

TABLE II – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials (B)		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)		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)		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)	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)		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)		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)		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)

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
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.
	Entrained Air (A)	Tex-416-A or Tex-414-A			Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	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: <ul style="list-style-type: none"> Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.
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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: <ul style="list-style-type: none"> 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.

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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
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.
		Magnesium Soundness (A)	Tex-411-A			Sample in accordance with Tex-400-A. (C)
	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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TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	
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.

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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		1 per project, per source	
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per 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.
	Micro Deval	Tex-461-A		1 per project, per aggregate source	
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.

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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.

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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.

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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			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Micro Deval	Tex-461-A			
	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	<p>Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.</p> <p>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.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>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.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>

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	<p>Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.</p> <p>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.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>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.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>
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	<p>Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.</p> <p>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.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>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.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>

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.

HAYS COUNTY

ROBERT S LIGHT BLVD PRECINCT NUMBER 4 Hays County Project No. IFB 2023-B03

ROADWAY CLASSIFICATION
URBAN MAJOR
COLLECTOR

DESIGN SPEED
35 MPH

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

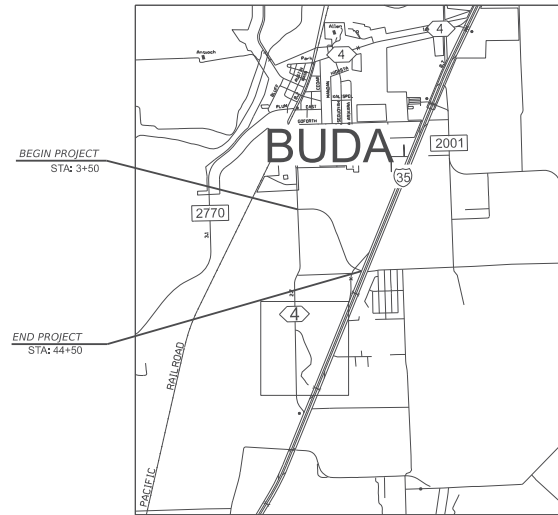
NET LENGTH OF ROADWAY = 4100.00 FT (0.776 MI.)
NET LENGTH OF BRIDGE = 0.00 FT (0.000 MI.)
NET LENGTH OF PROJECT = 4100.00 FT (0.776 MI.)

LIMITS: FROM RM 967 TO SB I-35 FRONTAGE

FOR THE CONSTRUCTION OF PREVENTIVE MAINTENANCE
CONSISTING OF REPAIR, STRUCT OVERLAY TY-D AND TOM

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED

REQUIRED SIGNS SHALL BE IN ACCORDANCE WITH STANDARD
SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL
ON UNIFORM TRAFFIC CONTROL DEVICES".



VICINITY MAP
N.T.S.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: BUNTON BRANCH - PLUM CREEK
AREA OF DISTURBANCE: 0.26 AC

PREPARED BY:
BGE, INC. (DESIGN CONSULTANT)

Erin N. Gonzales

ERIN N GONZALES
DIRECTOR

1/25/2023

DATE



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Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

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APPROVED BY:

Walt Smith

1/25/2023

WALT SMITH

HAYS COUNTY COMMISSIONER, PRECINCT 4

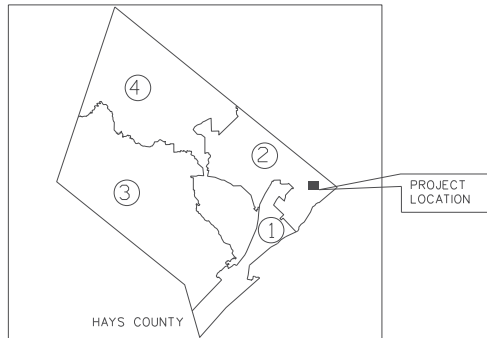
APPROVED BY:

Jerry Borcharding

1/25/2023

JERRY BORCHARDING

HAYS COUNTY ENGINEER



TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
DOCUMENTS SHALL GOVERN ON THIS PROJECT.

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Sheet Number	Sheet Name
1	TITLE SHEET
2	INDEX OF SHEETS
3	PROJECT LAYOUT
4, 4A-4E	GENERAL NOTES
5	QUANTITY SUMMARY SHEET
6	PROJECT SEQUENCE OF WORK
7	EXISTING TYPICAL SECTIONS 01
8	EXISTING TYPICAL SECTIONS 02
9	PROPOSED TYPICAL SECTIONS 01
10	PROPOSED TYPICAL SECTIONS 02
11	PROPOSED TYPICAL SECTIONS 03
12	BC(1)-21
13	BC(2)-21
14	BC(3)-21
15	BC(4)-21
16	BC(5)-21
17	BC(6)-21
18	BC(7)-21
19	BC(8)-21
20	BC(9)-21
21	BC(10)-21
22	BC(11)-21
23	BC(12)-21
24	WZ(STPM)-13
25	WZ(UL)-13
26	TCP(2-1)-18
27	TCP(2-5) - 18
28	TCP(3-1)-13
29	TCP(3-3)-14
30	TCP(7-1)-13
31	PLAN AND PROFILE DITCH RE-GRADE
32	MBGF(MS)-19
33	GF(31)-19
34	GF(31)LS-19
35	GF(31)DAT-19
36	SGT(10S)31-16
37	SGT(11S)31-19
38	SGT(12S)31-18
39	PAVEMENT MARKING DETAIL
40	PM(1)-20
41	PM(2)-20
42	PM(3)-20
43	EPIC
44	EC(1)-16

THE STANDARD DRAWINGS SHOWN IN THE INDEX OF SHEETS ABOVE AND IDENTIFIED HEREIN BY THE SYMBOL * HAVE BEEN SELECTED BY ME OR UNDER MY DIRECT SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



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TBPE Registration No. F-1046

ROBERT S. LIGHT BLVD

INDEX OF SHEETS

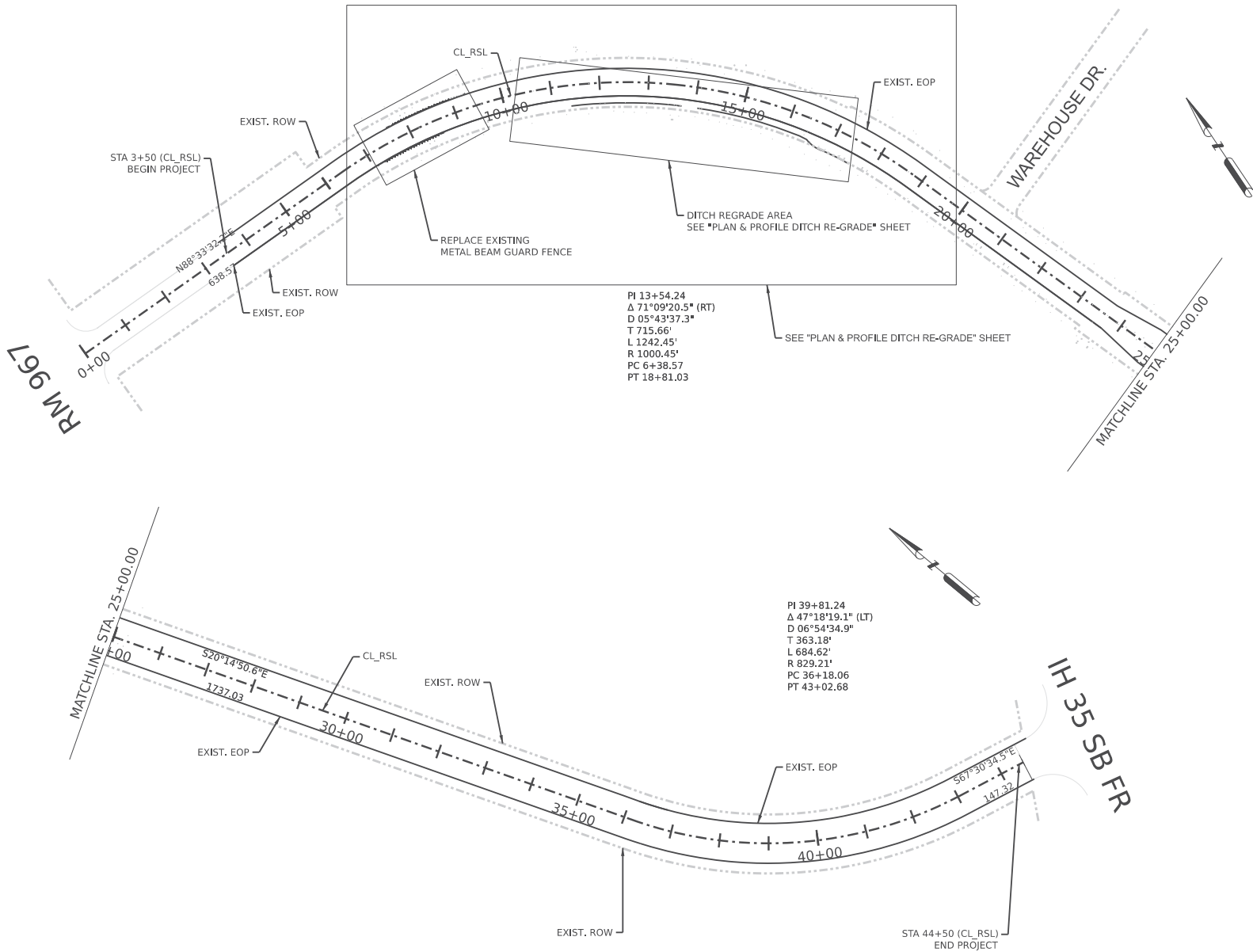
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PLAN
SECTION
DETAIL
ELEVATION



0 50 200
SCALE: 1" = 200'



1/25/2023



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PROJECT
LAYOUT

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CA
DW
CC
DW

County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

GENERAL NOTES:

Item	Description	**Rate
3076	Dense-Graded Hot-Mix Asphalt	110 LB/SY/IN
347	Thin Overlay Mixtures (TOM) - Surface	
	Asphalt	7.0 LB/SY/IN
	Aggregate (SAC B)	106.0 LB/SY/IN
	Aggregate (SAC A)	109.0 LB/SY/IN
347	Tack Coat (between TOM and D-GR Mix)	0.08 GAL/SY
3076	Tack Coat (for Geogrid)	0.20 GAL/SY

** For Informational Purposes Only

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 the websites above.

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

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

The roadbed will be free of organic material prior to placing any section of the pavement structure.

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

Provide a smooth, clean sawcut along the existing asphalt or concrete pavement structure, as directed. Consider subsidiary to the pertinent items.

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

General Notes

Sheet A

County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

Keep the roadway free of debris and sediment caused by construction activities. Dispose of all material in accordance with federal, state, and local regulations. This work is subsidiary.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

Remove and dispose of PM, raised markers, excessive asphalt of ROW.

During evacuation periods for Hurricane events the Contractor will cooperate with the County for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

ITEM 5 – CONTROL OF THE WORK

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.

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.

Alignment and Profile.

Unless shown in the plans, profile and alignment data for roadways being overlaid or widened are for design verification only. Provide survey and construct the roadway in accordance with the typical section. Bid items and data may be provided to adjust cross slope and super elevations.



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ROBERT S. LIGHT BLVD

GENERAL NOTES

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County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

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.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

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.

Migratory Birds and Bats.

Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to TxDOT 30 business days prior to begin work. This work is subsidiary.

General Notes

Sheet C

County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

Law Enforcement Personnel.

Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. A minimum number of hours is not guaranteed. Payment is for work performed. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of \$70 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officer's governing authority.

ITEM 8 - PROSECUTION AND PROGRESS

Working days will be charged in accordance with 8.3.1.4, "Standard Workweek."

In accordance with SP 008-005, the latest work start date is the August 1st immediately following the authorization to begin work.

ITEM 134 - BACKFILLING PAVEMENT EDGES

Place TY A Back Fill immediately following placement of the H.M.A. (TY-D) surface.

For all backfill, compact using a light pneumatic roller, install at 3:1 slope to tie into existing terrain, and apply at rate of 0.132 GAL/SY a typical erosion control material per Item 300.

For TY A backfill, furnish flexible base meeting the requirement for any type or grade, except Grade 4, in accordance with Item 247. Compressive strengths and wet ball mill for flexible base are waived for this item. Alternate materials include RAP, salvaged material from Item 105, and salvaged

General Notes

Sheet D



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ROBERT S. LIGHT BLVD

GENERAL NOTES

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APPROVED BY:		

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ck
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County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

material from Item 351. The alternate materials are not required to be tested but visually verified as 100% passing a 2.5 in. sieve.

The use of excavated material produced by Item 351 – “FLEXIBLE PAVEMENT STRUCTURE REPAIR” and Item 354 “PLANING AND TEXTURING PAVEMENT” will be allowed for use as TY A Backfill as approved by the Engineer.

ITEM 300s – SURFACE COURSES AND PAVEMENTS

Asphalt season is May 1 thru September 15. Emulsified Asphalt season is April 1 thru October 15. The latest work start date for asphalt season is August 1.

If an under seal is not provided, furnish a tack coat. Apply tack coat at 0.08 GAL/SY (residual). Apply non-tracking tack coat using manufacturer recommend rates.

ITEMS 347 and 3076 - HOT-MIX ASPHALT PAVEMENT

Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.

Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Install a butt joint with 24 in. H: 1 in. V transition from the new ACP to a driveway, pullout or intersection. Saw cut the existing pavement at the butt joints. This work is subsidiary.

Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.

Prior to milling, core the existing pavement to verify thickness. This work is subsidiary.

Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a JMF before production of the new JMF.

Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar.

Provide a minimum transition of 10' for intersections, 10' for commercial driveways, and 6' for residential driveways unless otherwise shown on the plans.

Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire sublot if the irregularities are greater than 40% of the sublot area.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC “A” requirement.

When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same mix, the

General Notes

Sheet E

County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

No RAS is allowed in surface courses.

Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.

The Hamburg Wheel Test will have a minimum rut depth of 3mm except for SMA with HPG or PG 76.

ITEM 3076 - DENSE-GRADED HOT-MIX ASPHALT

Use the SGC for design and production testing of all mixtures. Design all Type D mixtures as a surface mix, maximum 15% RAP and no RAS. Contractor may not use a substitute PG binder for 76-22. When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

ITEM 347- THIN OVERLAY MIXTURES (TOM)

For SAC A, blending SAC B aggregate with an RSSM greater than the SAC A rating or 10, whichever is greater, is prohibited.

When using a Thermal Imaging System follow the Weather Condition requirements for When Not Using a Thermal Imaging System.

Produce mixture with a Department approved WMA additive or process to facilitate compaction when the haul distance is greater than 40 miles or when the air temperature is 70°F and falling. WMA processes such as water or foaming processes are not allowed under these circumstances.

ITEM 351 – FLEXIBLE PAVEMENT STRUCTURE REPAIR

Use materials and lift thickness per SS3076. Place Type C and D mixes with a paver. Type B mixes may use a blade to place the mix. Type C and D mixes will receive an underseal per SS 3085 if the repair surface is the final surface. This work is subsidiary.

Unless otherwise shown on the plans, use the following for repairs:
Type C and D mix will use PG 76 -22 and will be placed with a paver.
Type B mix will use PG 64 -22 and may use a blade to place the mix.
For up to 2 in. deep repairs use Type D PG 76-22 SAC B.
For up to 6 in. deep repairs use Type C PG 76-22 SAC B.

General Notes

Sheet F



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ROBERT S. LIGHT BLVD

GENERAL NOTES

DESIGNED BY:		SHEET 3 OF 6
DRAWN BY:		
CHECKED BY:		4B
APPROVED BY:		

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County: Hays
Highway: Robert S. Light Blvd.

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Control:

For greater than 6 in. deep repairs use 2 in. Type C or D surface and Type B for the bottom lifts.
For greater than 6 in. deep repairs will be milled then overlaid, adjust the depth of the Type C or D to provide Type C or D to a depth 1.5 in. below the bottom of the milling.

ITEM 354 - PLANING AND TEXTURING PAVEMENT
Contractor retains ownership of salvaged materials.

Unless shown on the plans, mill and resurface the work area during each shift on roadways with ADT greater than 20,000 or if milling will expose the flex base or subgrade per the typical section. Unless shown on the plans, mill and resurface a work area within 5 days for roadways with ADT 20,000 or less.

Taper permanent transverse faces 50 ft. per 1 in. Taper temporary transverse faces 25 ft. per 1 in. Taper permanent longitudinal faces 6 ft. per 1 in. HMA may be used as temporary tapers. Provide minimum 1 in. butt joints at bridge ends and paving ends. This work is subsidiary.

ITEM 432 - RIPRAP
Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans. Mow strip for cable barrier may be placed monolithically with the barrier foundations if using concrete in accordance with Item 543. Fiber reinforcement is not allowed except in mow strip for cable barrier if foundation and mow strip are placed monolithically. GFRP is allowed reinforcement for all applications.

Saw-cut existing riprap then epoxy 12 in. long No. 3 or No. 4 bars 6 in. deep at a maximum spacing of 18 in. in each direction to tie new riprap to existing riprap. This work is subsidiary. Provide Type A Grade 3 or 5 flexible base for cement stabilized riprap. Compressive strengths for flexible base are waived.

SGT approach taper, paid for using mow strip item, will be installed using concrete, flexible base coated with SS-1 at a rate of 0.12 GAL/SY, or HMA Type B/C/D. Placement will be ordinary compaction and does not require placement using an asphalt paver.

ITEM 467 - SAFETY END TREATMENT
Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all metal field cuts or exposed reinforcement with asphalt paint.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 7 P to 6 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for projects within 20 miles of Formula 1 at COTA, ACL Fest, SXSW,

General Notes

Sheet G

County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

ROT Rally, UT home football games (includes games not on a Friday or weekend), sales tax holiday, Dell Match Play (includes Thursday) or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal.

Provide 2 hour notice prior to implementation and immediately upon removal of the closure.

Submit the request 96 hours prior to implementation.

For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday. For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify current and future traffic control, if at any time the queue becomes greater than 20 minutes.

Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Cover, relocate, or remove existing small, large, and overhead signs that conflict with traffic control. This work is subsidiary. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Place a 28-inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

General Notes

Sheet H



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ROBERT S. LIGHT BLVD

GENERAL NOTES

DESIGNED BY:		SHEET 4 OF 6
DRAWN BY:		
CHECKED BY:		4C
APPROVED BY:		

County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

A series of sequential flashing warning lights, per BC(7), must be installed in a merging taper for long term stationary TCP. This includes all TCP setups, such as those shown on the plans or TCP setups per the standards.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS
If SW3P plan sheets are not provided, place the control measures as directed.

Install, maintain, remove control measures in areas of the right of way utilized by the Contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Consider the SW3P for this project to consist of the following items, as directed: Temporary Sediment Control Fence.

ITEM 529 - CURB AND GUTTER

The contractor shall survey the existing lip of gutter every 10 feet and provide the profiles to the County 2 weeks prior to any profile corrections are to begin.

The County will assess the profiles and determine if portions of the curb and gutter need to be removed and replaced to correct the existing roadway profile.

ITEM 530 - INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

Notify property owners at least 48 hr. before beginning work on their driveway. Provide a list of each notification and contact before each closure. Only close driveways for reconstruction if duration and alternate access are approved. Install and maintain material across a work zone as temporary access. This work is subsidiary.

For ACP or SURF TREAT, the pavement structure will match the adjacent roadway unless detailed on the plans. HMA, including surface, may use a maximum allowable quantity of 40% RAP and 5% RAS for private driveways, public driveways for 2-lane roadways or smaller, and turnouts. Blending of 2 or more sources is allowed.

ITEM 540, 542, & 544 - METAL BEAM GUARD FENCE AND GUARDRAIL END TREATMENTS

General Notes

Sheet I

County: Hays
Highway: Robert S. Light Blvd.

Sheet:
Control:

Furnish round timber posts for guard fence. Steel posts for low fill culvert applications is subsidiary including use of low fill culvert application due to other concrete structures such as inlets. Long span application at inlets may be used as an alternate to low fill culvert. Unless otherwise specified on the plans, use of low fill culvert or long span at inlets will be subsidiary to pertinent items. Stake the locations for approval before installation. Adjust the limits of the fence to meet field conditions. Install delineators before opening the road to traffic.

Retain all materials. Existing materials that are structurally sound and dent free may be reused. All reused material will be from this project and in compliance with current standards. Structurally sound rust spots with the largest dimension of 4 in. may be cleaned and repaired in accordance with Section 540.3.5. Punch or field drill holes in the metal rail element to accommodate post spacing. Additional holes for splice or connections are not allowed. Space the field holes in accordance with the latest standard but no closer than the minimum spacing shown on the current standard.

Remove, replace, and install mow strip block out material. Construct new block outs and backfill unused block outs with class B concrete. This work is subsidiary.

Repair of mow strip damage, not caused by contractor negligence, and installation of new mow strip will be paid with appropriate bid items. Backfill and shoulder up of area around fence and mow strip will be paid using embankment item.

ITEM 585 - RIDE QUALITY FOR PAVEMENT SURFACES

Use Surface Test Type B Pay Schedule 3 to evaluate ride quality of travel lanes, including service roads.

ITEM 662 - WORK ZONE PAVEMENT MARKINGS

Notify the Engineer at least 24 hours in advance of work for this item.

Maintain removable and short-term markings daily. Remove within 48 hours after permanent striping has been completed.

Item 668 is not allowed for use as Item 662.

Paint is allowed for this Item.

Use WK ZN MRK SHT TERM REMOV on milled surfaces only.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Notify the Engineer at least 24 hr. before beginning work.

From Project Begin to Sta 37+00 , existing pavement markings to be replaced in-kind. From Sta 37+00 to Project End, match existing white striping and stripe the yellow as two-way left turn lane, per PM (3)-20.

General Notes

Sheet J



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ROBERT S. LIGHT BLVD

GENERAL NOTES

DESIGNED BY:		SHEET 5 OF 6
DRAWN BY:		4D
CHECKED BY:		
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DESIGNED BY:		SHEET 6 OF 6 4E
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SUMMARY OF ROADWAY ITEMS	100	104	104	110	132	134	347	347	347	351	354	432	500	502
LOCATION	6002	6015	6022	6001	6003	6001	6001	6002	6008	6013	6048	6045	6001	6001
	PREPARING ROW	REMOVING CONC (SIDEWALKS)	REMOVING CONC (CURB AND GUTTER)	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL)(ORD COMP) (TY B)	BACKFILL (TY A)	TOM (ASPHALT) PG 76-22	TOM-C (AGGREGATE) SAC-A	TACK COAT **	FLEXIBLE PAVEMENT STRUCTURE REPAIR(4*) *	PLANE ASPH CONC PAV (3*)	RIPRAP (MOW STRIP)(4 IN)	MOBILIZATION	BARRICADES, SIGNS AND TRAFFIC HANDLING
	STA	SY	LF	CY	CY	STA	TON	TON	GAL	SY	SY	CY	LS	MO
STA 3+50 TO 44+50	44.5	100	1000	100	100	6	102	1590	2355	1500	29443	17	1	3
PROJECT TOTALS	44.5	100	1000	100	100	6	102	1590	2355	1500	29443	17	1	3

* PROJECT QUANTITY TO BE USED AS DIRECTED BY FIELD ENGINEER. SEE DETAIL "C" ON PROPOSED TYPICAL SECTIONS FOR FLEXIBLE PAVEMENT STRUCTURE REPAIR (4")

** APPLICATION RATE: 0.08 GAL/SY

SUMMARY OF ROADWAY ITEMS (CONT)	529	531	540	540	540	542	544	662	3062	3076	3076
LOCATION	6008	6002	6001	6016	6033	6001	6001	6111	6002	6048	6066
	CONC CURB & GUTTER (TY II)	CONC SIDEWALKS (5")	MTL W-BEAM GD FEN (TIM POST)	DOWNSTREAM ANCHOR TERMINAL SECTION	MTL BM GD FEN (LONG SPAN SYSTEM)	REMOVE METAL BEAM GUARD FENCE	GUARDRAIL END TREATMENT (INSTALL)	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	COMPOSITE GEOGRID FOR ASPHALT OVERLAY	D GRADED HMA TY-D PG76-22	TACK COAT ***
	LF	SY	LF	EA	EA	LF	EA	EA	SY	TON	GAL
STA 3+50 TO 44+50	1000	100	150	2	2	350	2	987	29443	3239	5889
PROJECT TOTALS	1000	100	150	2	2	350	2	987	29443	3239	5889

*** APPLICATION RATE: COMPOSITE GEOGRID FOR ASPHALT OVERLAY (TACK COAT), 0.20 GAL/SY

SUMMARY OF ROADWAY ITEMS (CONT)	6001	6185	6185
LOCATION	6002	6002	6005
	PORTABLE CHANGEABLE MESSAGE SIGN	TMA (STATIONARY)	TMA (MOBILE OPERATION)
	EA	DAY	DAY
STA 3+50 TO 44+50	2	10	10
PROJECT TOTALS	2	10	10

SUMMARY OF PAVEMENT MARKING ITEMS	666	666	666	666	666	666	666	666	672	672
LOCATION	6036	6054	6078	6300	6303	6315	6141	6009	6010	
	REFL PAV MRK TY I (W)8*(SLD)(100MIL)	REFL PAV MRK TY I (W)(ARROW)(100MIL)	REFL PAV MRK TY I (W)(WORD)(100MIL)	RE PM W/RET REQ TY I (W)4*(BRK)(100MIL)	RE PM W/RET REQ TY I (W)4*(SLD)(100MIL)	RE PM W/RET REQ TY I (Y)4*(SLD)(100MIL)	REFL PAV MRK TY I (Y)12*(SLD)(100MIL)	REFL PAV MRKR TY II-A-A	REFL PAV MRKR TY II-C-R	
	LF	EA	EA	LF	LF	LF	LF	EA	EA	
STA 3+50 TO 44+50	237	6	2	1627	8668	7650	178	120	20	
PROJECT TOTALS	237	6	2	1627	8668	7650	178	120	20	

SUMMARY OF EROSION CONTROL ITEMS ****	164	506	506
LOCATION	6001	6038	6039
	BROADCAST SEED (PERM) (RURAL) (SANDY)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)
	SY	LF	LF
STA 3+50 TO 44+50	977	80	80
PROJECT TOTALS	977	80	80

**** EROSION CONTROL ITEMS FOR DITCH RE-GRADE

SUMMARY OF DRAINAGE ITEMS SEE "PLAN & PROFILE - DITCH RE-GRADE" SHEET	400	432	464	467
LOCATION	6005	6001	6017	6363
	CEM STABIL BKFL	RIPRAP (CONC)(4 IN)	RC PIPE (CL IV)(18 IN)	SET (TY II) (18 IN) (RCP) (6; 1) (P)
	CY	CY	LF	EA
STA 3+50 TO 44+50	9	6	28	2
PROJECT TOTALS	9	6	28	2



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QUANTITY SUMMARY SHEET

DESIGNED BY:		SHEET OF
DRAWN BY:		9
CHECKED BY:		
APPROVED BY:		

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GENERAL PROJECT SEQUENCE

- INSTALL PERIMETER BARRICADES.
- INSTALL APPLICABLE TCP DAILY TMA'S AND PCMB'S AS DIRECTED.
- WORK OPERATIONS WILL OCCUR IN HALVES. THE GENERAL ORDER OF WORK WILL BE:
CLOSE TRAFFIC ON HALF THE ROAD (OTHER HALF REMAINS OPEN FOR TWO-WAY TRAFFIC),
PERFORM WORK OPERATION ON CLOSED HALF OF ROAD, SWITCH TRAFFIC TO OTHER HALF OF ROAD
(WHILE THE OPPOSITE HALF IS CLOSED), PERFORM WORK OPERATION ON CLOSED HALF OF ROAD.
- IDENTIFY/MARK LOCATIONS FOR FLEXIBLE PAVEMENT STRUCTURE REPAIR WITH AREA ENGINEER CONCURRENCE.
- PERFORM 3" MILL FOR HALF THE ROAD WIDTH, THEN MILL OTHER HALF.
- COMPLETE FLEXIBLE PAVEMENT REPAIR.
- RECONSTRUCT THE PAVING SURFACE IN HALVES USING TXDOT STANDARD DETAIL, TCP (2-4).
PLACE GEOGRID WITH 2" TY-D HOTMIX OVERLAY OPERATION, PLACE WK ZN
REMOVABLE TABS DAILY AND WK ZN NON-REMOVE STRIPE AS NEEDED OR DIRECTED.
WHEN ONE SIDE OF THE ROAD IS COMPLETE, SHIFT TRAFFIC AND REPEAT
THIS WORK ON THE OTHER HALF.
- WHEN ALL TY-D HAS BEEN PLACED, PERFORM (TOM) OVERLAY OPERATIONS,
PLACE WK ZN REMOVEABLE TABS DAILY AND WK ZN NON-REMOVEABLE
PAVEMENT MARKINGS AS NEEDED OR DIRECTED.
- PLACE FINAL TY II, FINAL TY I PAVEMENT MARKINGS AND BUTTONS.
- REMOVE PERIMETER BARRICADES.
- SEE LOCATION SPECIFIC INFORMATION PERTAINING TO WORK RESTRICTIONS IN ITEM 502
OF THE GENERAL NOTES.
- ENSURE ACCESS TO DRIVEWAYS WILL NOT BE RESTRICTED DURING PHASES OF CONSTRUCTION.
- MILLED SURFACES WILL BE COVERED WITH GEOGRID AND TY D HMACP WITHIN 14 CALENDAR DAYS
OF EXPOSING THE AREAS.


1/25/2023



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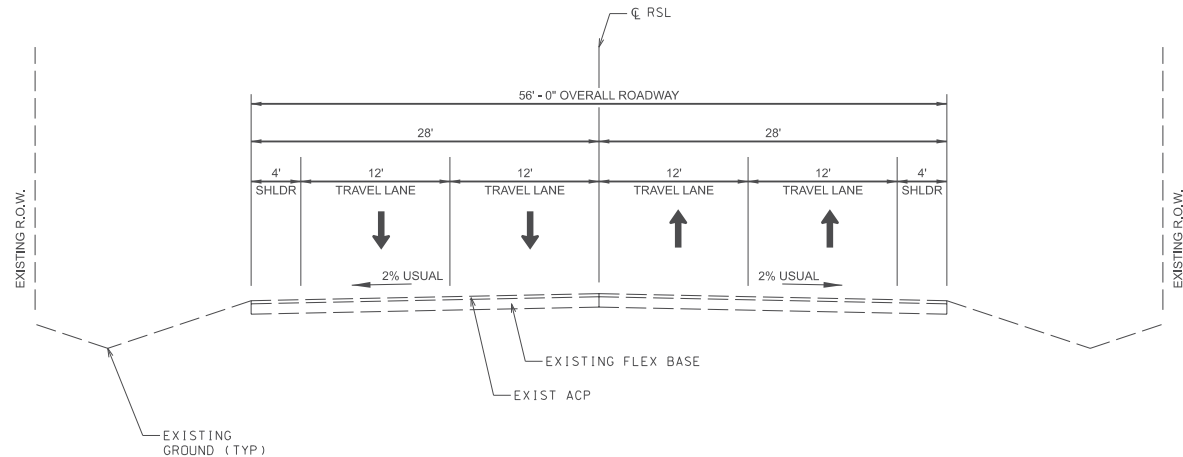
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**PROJECT
SEQUENCE
OF WORK**

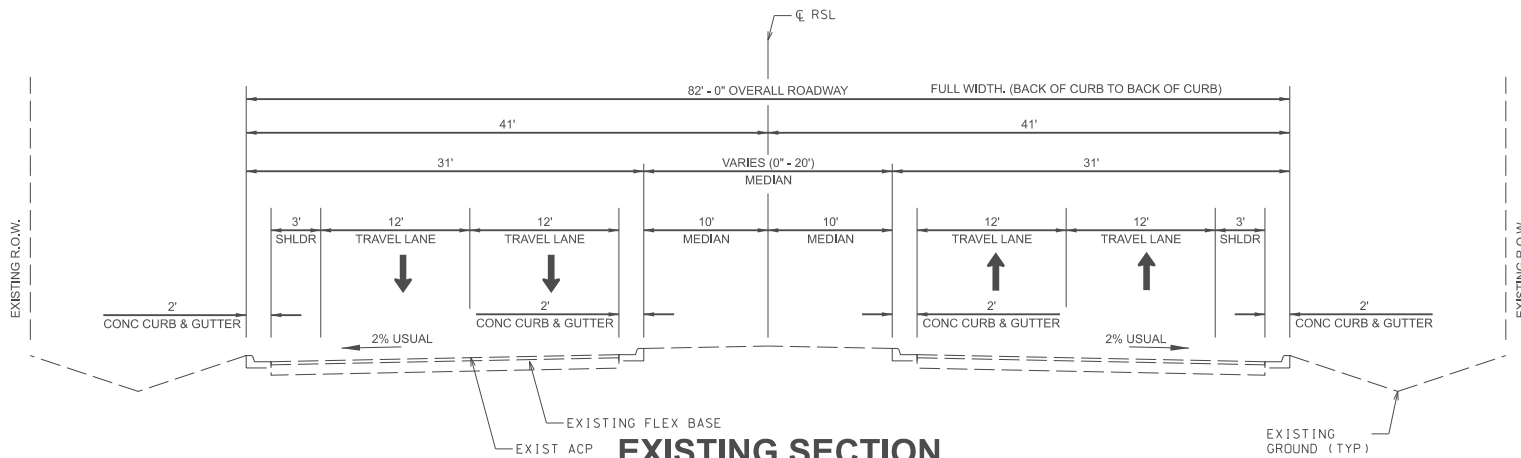
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EXISTING SECTION
STA 3+50 TO STA 23+50

NOTES:
1. LANE AND SHOULDER WIDTHS ARE
BASED ON AS-BUILT WIDTHS, LAN
PLANS FROM 2007.



EXISTING SECTION
STA 23+50 TO STA 30+00



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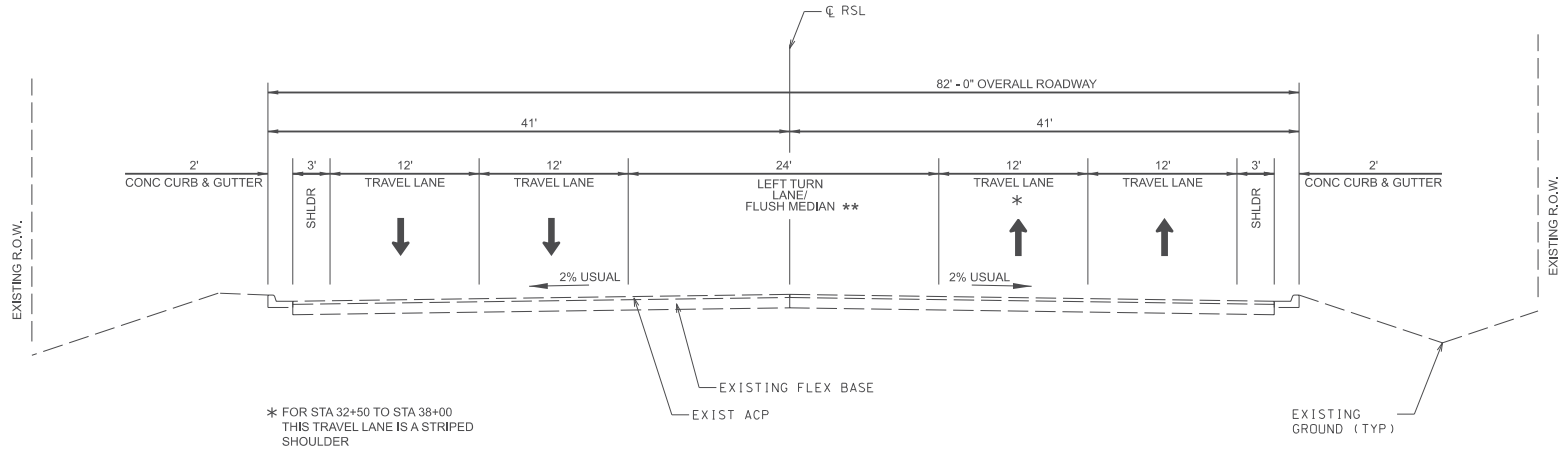
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**EXISTING TYPICALS
SECTIONS**

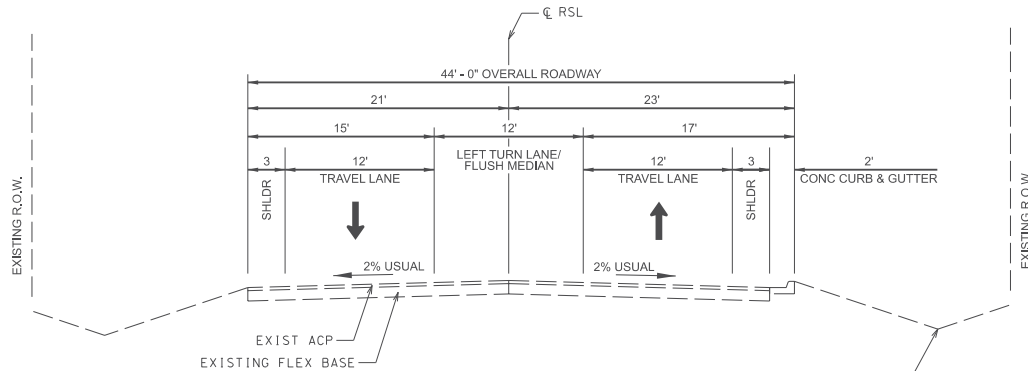
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EXISTING SECTION
STA 30+00 TO STA 38+00



EXISTING SECTION
STA 38+00 TO STA 44+50



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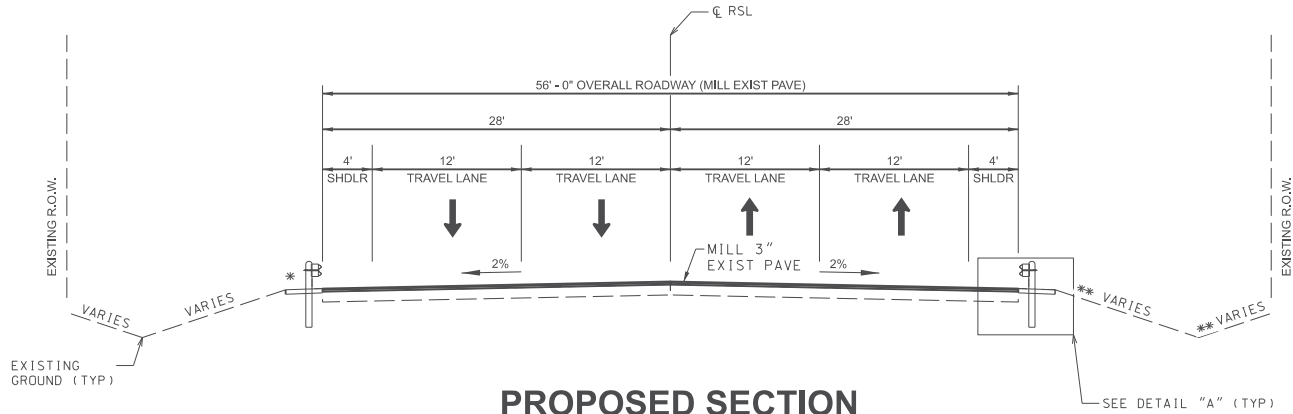
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**EXISTING TYPICALS
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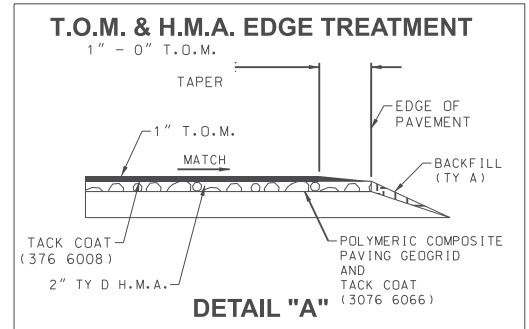
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CS
DWG
CL
P&S



* METAL BEAM GUARD FENCE: STA 7+26 TO STA 8+51 (LT)
STA 7+73 TO STA 8+98 (RT)
** DITCH RE-GRADE: STA 11+22 TO STA 17+26

PROPOSED SECTION STA 3+50 TO STA 23+50



NOTES:
1. LANE AND SHOULDER WIDTHS ARE BASED ON AS-BUILT WIDTHS, LAN PLANS FROM 2007.
2. SEE DETAIL "C" FOR FLEXIBLE PAVEMENT STRUCTURE REPAIR DETAIL. LOCATIONS FOR FLEXIBLE PAVEMENT REPAIR ARE AS DIRECTED BY THE ENGINEER.



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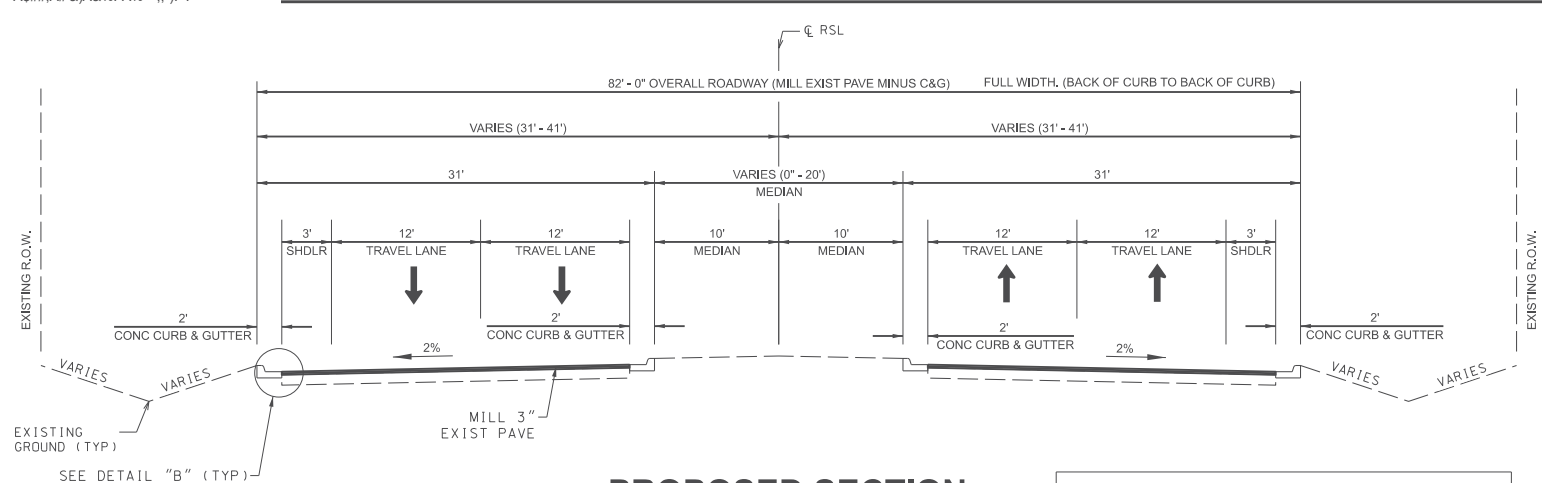
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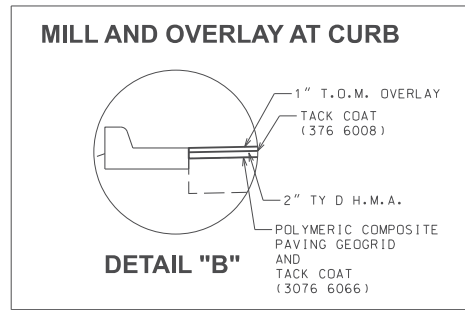
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**PROPOSED SECTION
STA 23+50 TO STA 30+00**



- NOTES:
1. LANE AND SHOULDER WIDTHS ARE BASED ON AS-BUILT WIDTHS, LAN PLANS FROM 2007.
 2. SEE DETAIL "C" FOR FLEXIBLE PAVEMENT STRUCTURE REPAIR DETAIL. LOCATIONS FOR FLEXIBLE PAVEMENT REPAIR ARE AS DIRECTED BY THE ENGINEER.

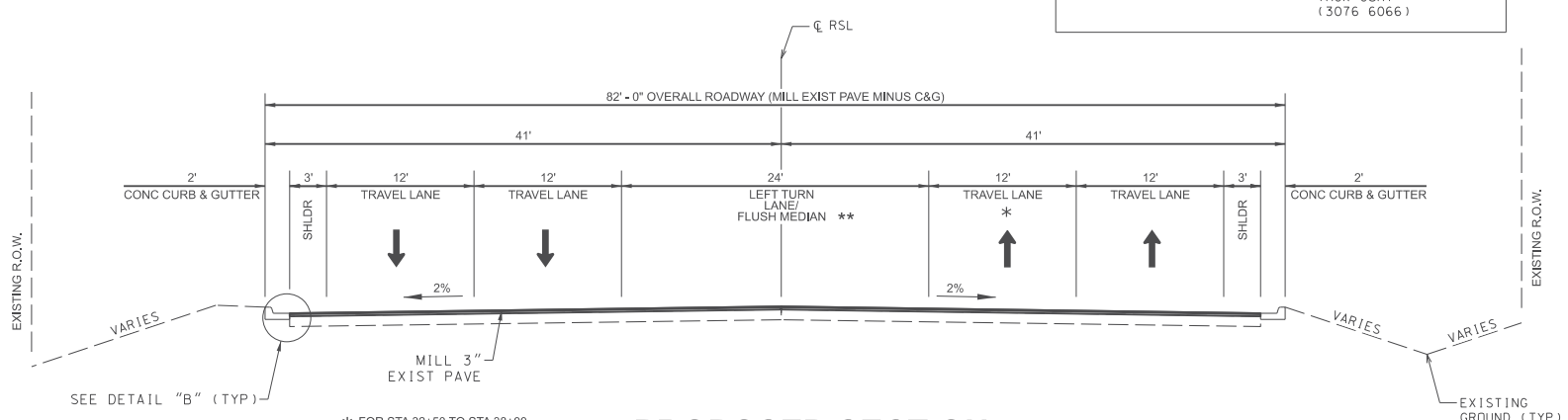


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**PROPOSED TYPICALS
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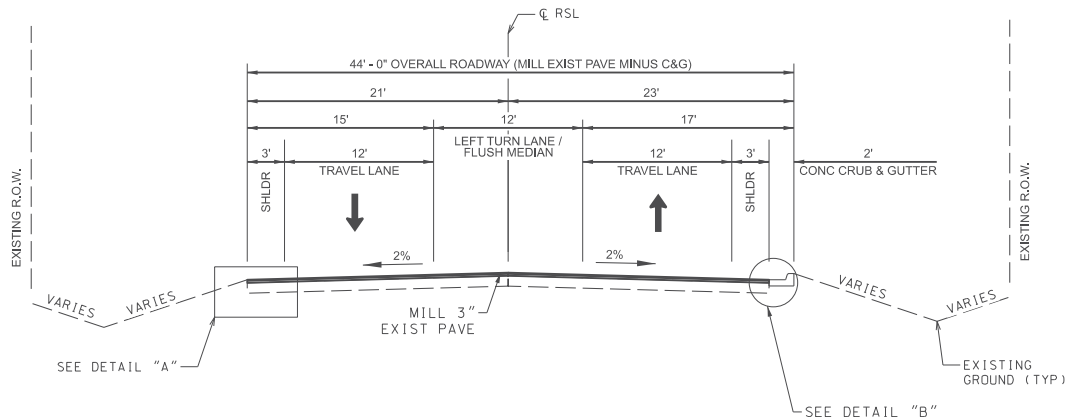


**PROPOSED SECTION
STA 30+00 TO STA 38+00**

- * FOR STA 32+50 TO STA 38+00
THIS TRAVEL LANE IS A STRIPED SHOULDER
- ** FOR STA 32+50 TO STA 38+00
THE MEDIAN IS CURBED AT THE LEFT TURN BAY

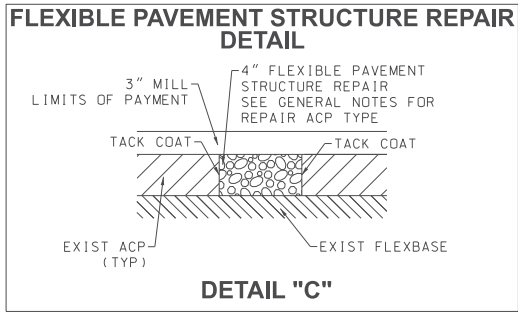
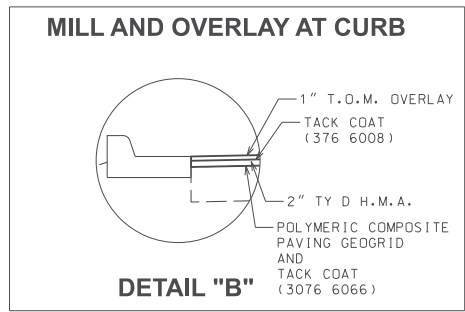
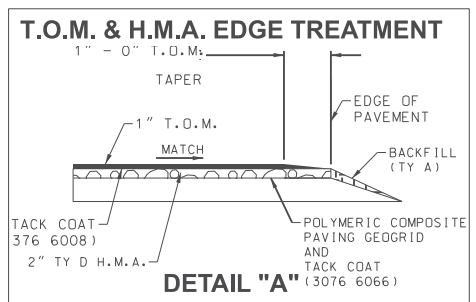
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PROPOSED SECTION STA 38+00 TO STA 44+50

- NOTES:
1. LANE AND SHOULDER WIDTHS ARE BASED ON AS-BUILT WIDTHS, LAN PLANS FROM 2007.
 2. SEE DETAIL "C" FOR FLEXIBLE PAVEMENT STRUCTURE REPAIR DETAIL. LOCATIONS FOR FLEXIBLE PAVEMENT REPAIR ARE AS DIRECT BY THE ENGINEER.



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**PROPOSED TYPICALS
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DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

- The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
- The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
- The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
- Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
- When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
- The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
- The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
- Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.
- Traffic control devices should be in place only while work is actually in progress or a definite need exists.
- The Engineer has the final decision on the location of all traffic control devices.
- Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:


- Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.
- Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

- Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.
- Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

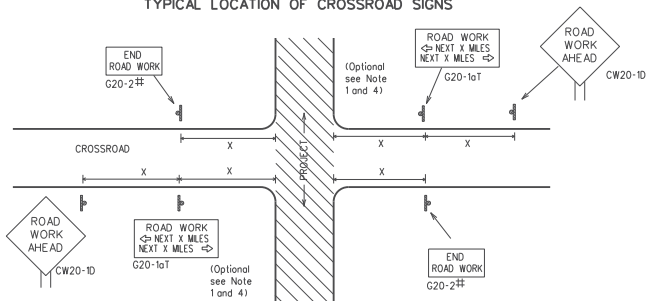
SHEET 1 OF 12

		Traffic Safety Division Standard	
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS			
BC(1)-21			
FILE: bc-21.dgn	DN: TxDOT	CR: TxDOT	DN: TxDOT
© TxDOT November 2002	CONT	SECT	JOB
REVISIONS		HIGHWAY	
4-03 7-13			RSL
9-07 8-14	DIST	COUNTY	SHEET NO.
5-10 5-21		HAYS	12
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DATE: FILE:

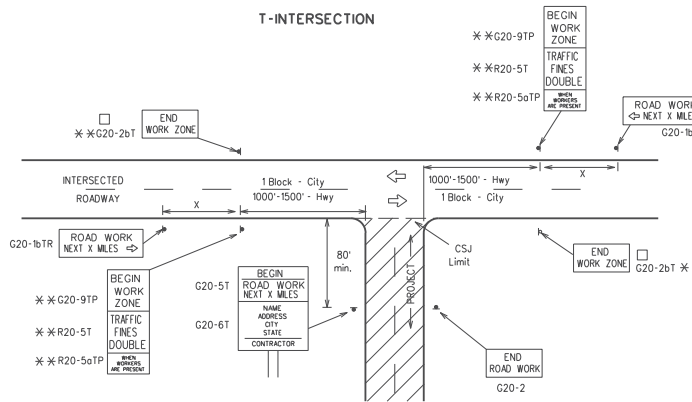
TYPICAL LOCATION OF CROSSROAD SIGNS



May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per TMUTCD Part 5. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES" (G20-1T) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed	Sign Spacing "X"
CW20 ⁴	48" x 48"	48" x 48"	30	120
CW21			35	160
CW22			40	240
CW23			45	320
CW25			50	400
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	55	500 ²
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	60	600 ²
			65	700 ²
			70	800 ²
			75	900 ²
			80	1000 ²
			*	*

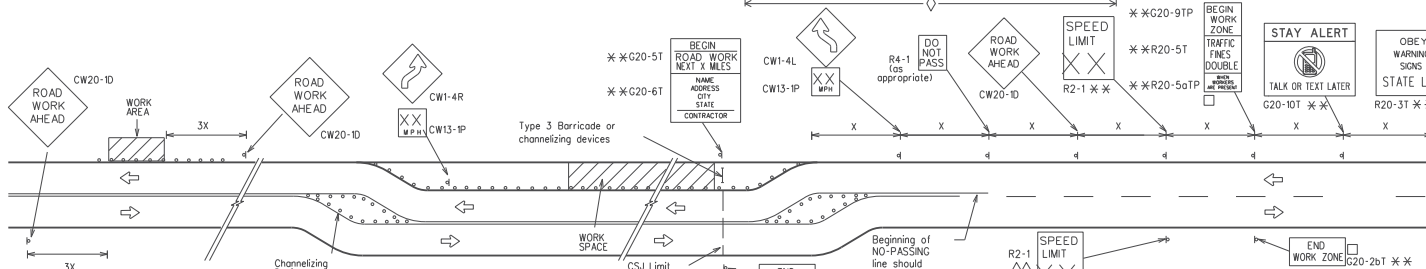
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

* Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

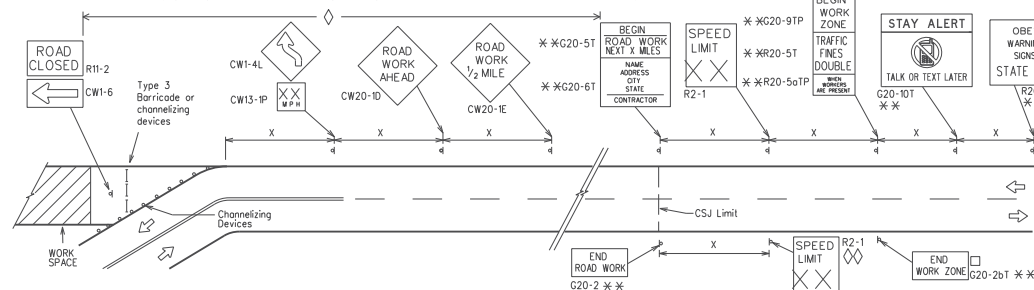
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

- The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

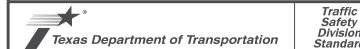
◇ Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

◇◇ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

—	Type 3 Barricade
○ ○ ○	Channelizing Devices
—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12



Texas Department of Transportation
Traffic Safety Division
Standard

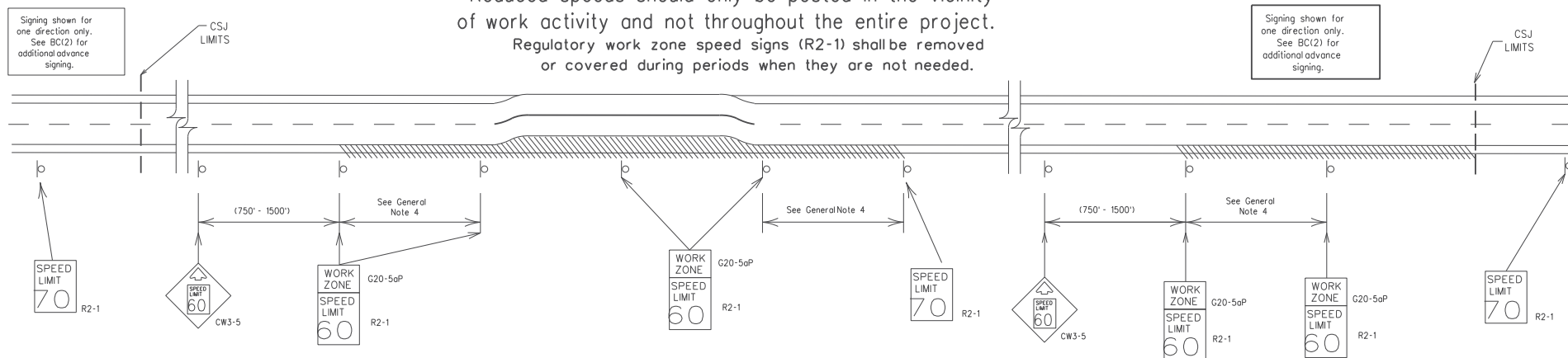
BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

FILE: bc-21.dgn	DATE: 11/07/2002	BY: TxDOT	CHK: TxDOT	DATE: 11/07/2002	CHK: TxDOT
© TxDOT November 2002	CONT	SECT	JOB	HSWAY	RSL
REVISIONS	DIST	COUNTY	SHEET NO.		
9-07 8-14					
7-13 5-21		HAYS			13

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed controls of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:

40 mph and greater	0.2 to 2 miles
35 mph and less	0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
 - A. Low enforcement.
 - B. Flagger stationed next to sign.
 - C. Portable changeable message sign (PCMS).
 - D. Low-power (drone) radar transmitter.
 - E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only.
Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

x x When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane.
Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

Support shall not protrude above sign

Support shall not protrude above sign

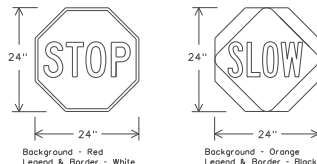
Sign supports shall extend more than 1/2 way up the back of the sign substrate.

FRONT ELEVATION
Wood, metal or
Fiber Reinforced Plastic

OR

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the MUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better, route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
 - a. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy supports shown on the SMD standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work shall be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CWZT/CD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work shall be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMDOTCD manual but have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's xTxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWNZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall engage a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to thickness and duration of exposure to the elements.

- a. Long-term stationary - work that occupies a location more than 3 days.
- b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
- c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
- d. Short duration - work that occupies a location up to 1 hour.
- e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes).

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

1. The Contractor shall ensure this sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials or NDI are not approved sign substrate, regardless of the tightness of the weave.
3. All woven individual sign panels fabricated on (or more pieces shall have one or more plywood back, 1/2" thick by 6" wide, fastened to the back of the sign panel, extending 1/2" beyond the panel. The mesh shall be attached to the back of the sign with wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B or Type C, shall be used for rigid signs with orange backgrounds.

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This change may not be used for signs installed in the median of divided highways or near any intersections where the signs may be seen from oncoming traffic.
3. Signs installed on wooden signs shall not be turned at 90 degrees to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. When signs are covered, the material used shall NOT be affixed to a sign face.
7. Signs and anchor slugs shall be removed and holes backfilled upon completion of work.

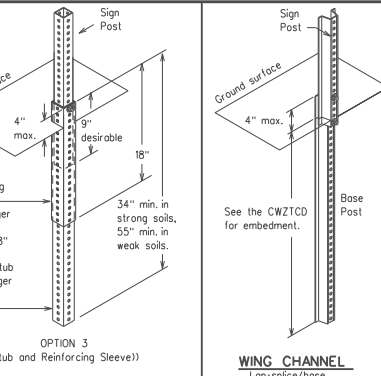
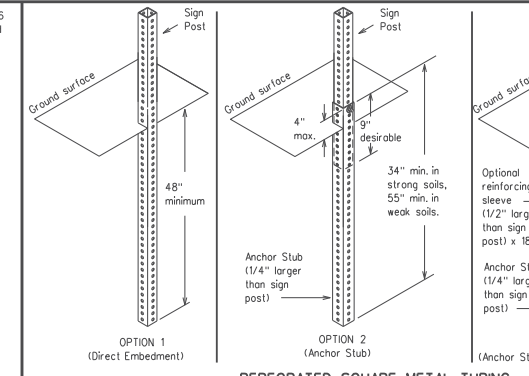
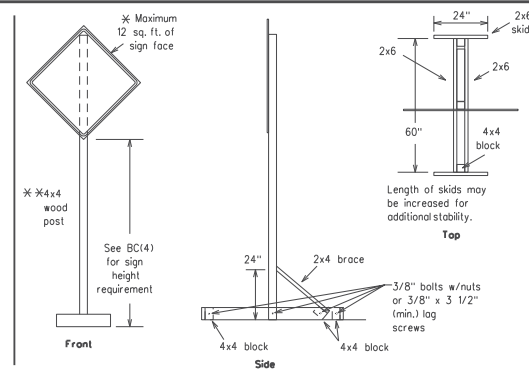
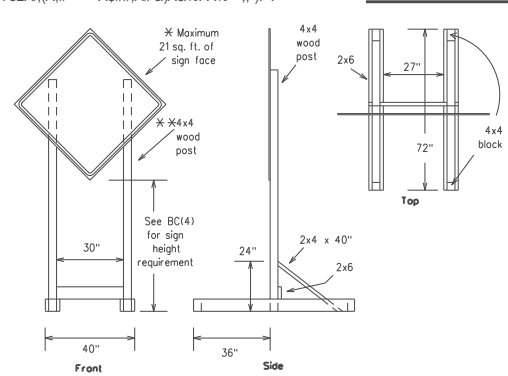
1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tilted shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact.
6. Rubber (such as inner tubes) or other inflated balloons shall not be used as sign support weights.
7. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber ballasts may be used when shown on the CWT20 list.
8. Sandbags shall only be used to support the ballast of the base of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skirts to weigh down the sign support.
9. Sandbags and NOT be used to support the skirt and shall not be used to level sign supports placed on slopes.

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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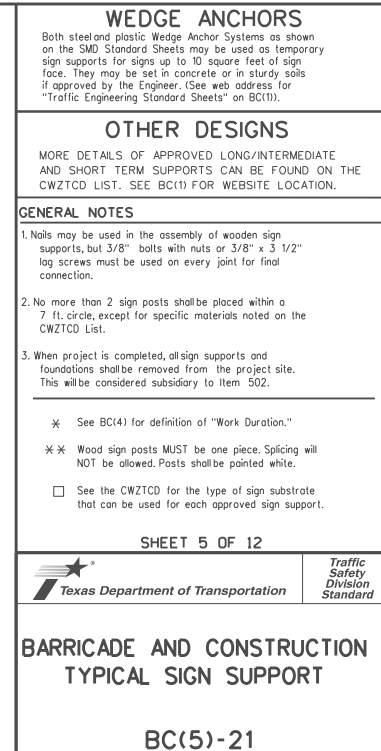
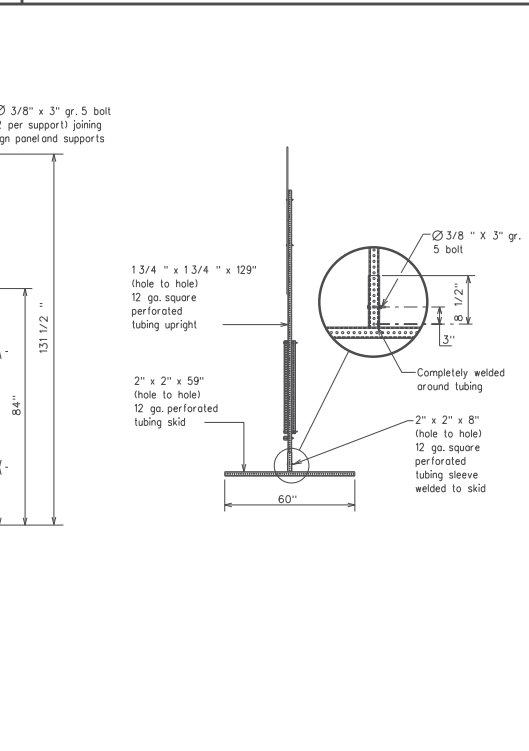
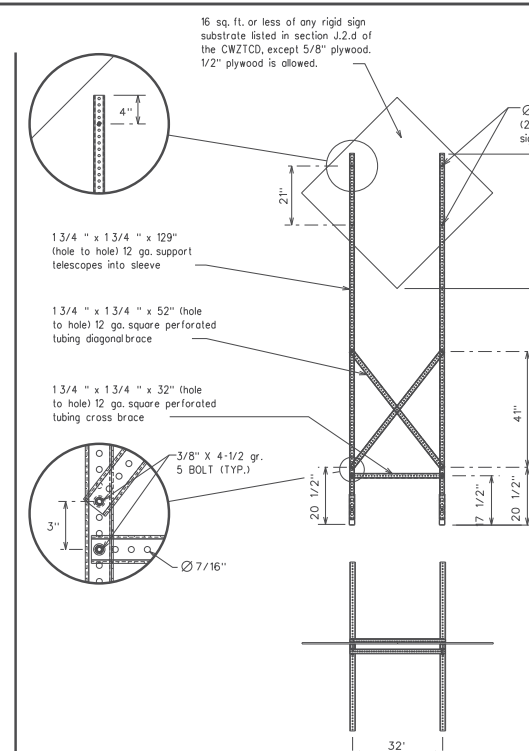
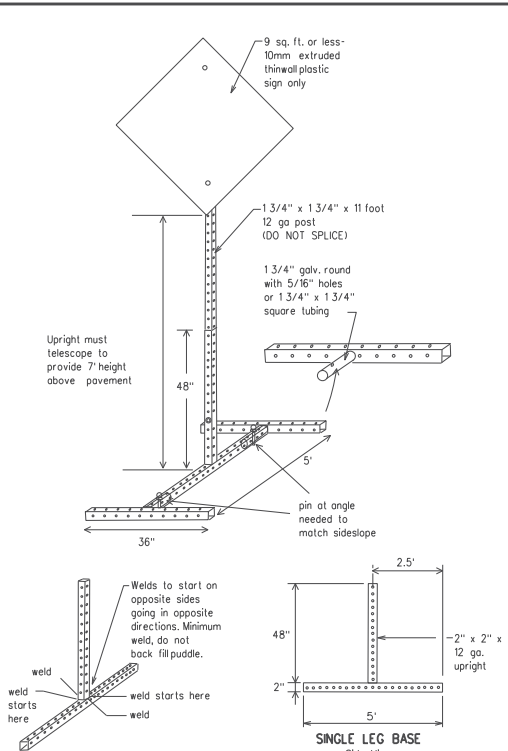
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for the use of this standard or for incorrect results or damages resulting from its use.

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SKID MOUNTED WOOD SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS



SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
 2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
 3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.
- * See BC(4) for definition of "Work Duration."
* Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be pointed white.
☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12



BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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REV:	1	NOV 2002	CONT:	SECT:	JOB:	HIGHWAY:			
9-07	8-14		C	S	J	RSL			
7-13	5-21		DIST:	COUNTY:	HAYS	SHEET NO.			
						16			

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. The PCMS should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday or Sunday. "WEEKEND" evening (at midnight). Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not list messages or use a continuous message. The message should be steady but not continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "DANGER" in message.
12. Do not display the message "LANES SHIF LEFT" or "LANES SHIF RIGHT" on a PCMS. Display messages that underscore the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless they are in the table below.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

Roadway designation * IH-number, US-number, SH-number, FM-number

(The Engineer may approve other messages not specifically covered here.)

Road/Lane/Ramp Closure List

XXXXXXXXXX
BLVD
CLOSED

LANES SHIFT in PH

TRAFFIC
SIGNAL
XXXX FT

LANES
SHIFT

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action To/From Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and users should understand and be responsible for themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

STAY
IN
LANE

WATCH
FOR
WORKERS

US XXX
TO
FM XXXX

DRIVE
WITH
CARE

TONIGHT
XX PM-
XX AM

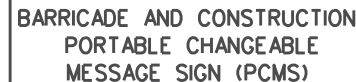
x x See Application Guidelines Note 6.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations H, HS, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phrase is used.

FULL MATRIX PCMS SIGNS

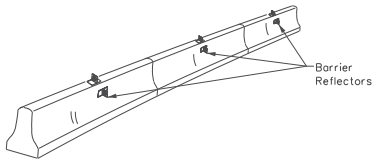
1. When FullMatrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the FullMatrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the FullMatrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A fullmatrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.



BC(6)-21

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© TxDOT November 2002		CONT	SECT	JOB		HIGHWAY			
REVISONS		C	S	J		RSL			
9-07	8-14	DIST		COUNTY			SHEET NO.		
7-13	5-21	DST		HAYS			17		
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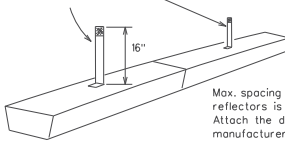
- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



CONCRETE TRAFFIC BARRIER (CTB)

- Where CTB is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.

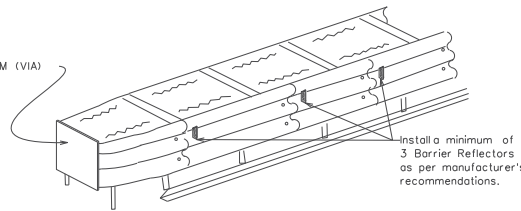
Barrier Reflector on 16" tall plastic bracket



LOW PROFILE CONCRETE BARRIER (LPCB)

LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.



DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the appropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

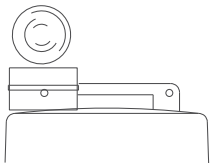
- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C sheeting, meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

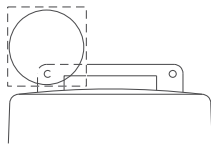
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C, and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



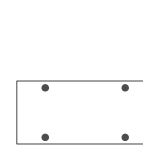
Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



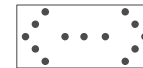
Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



4 CORNER CAUTION



DOUBLE ARROW



ALTERNATING DIAMOND CAUTION



RIGHT/LEFT ARROW
(right arrow shown;
left is similar)



RIGHT/LEFT
SEQUENTIAL CHEVRON
(right chevron shown;
left is similar)

- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.



BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-21

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REVISIONS	CONT	SECT	JOB	HSRWAY	RSL	COUNTY	SHEET NO.		
9-07	8-14	C	S	J					
7-13	5-21	DIST				HAYS	18		
101									

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

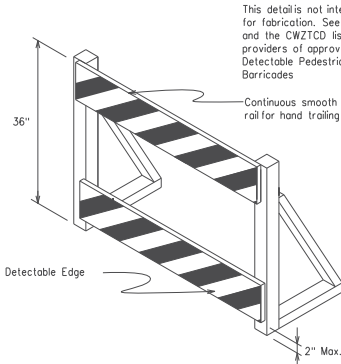
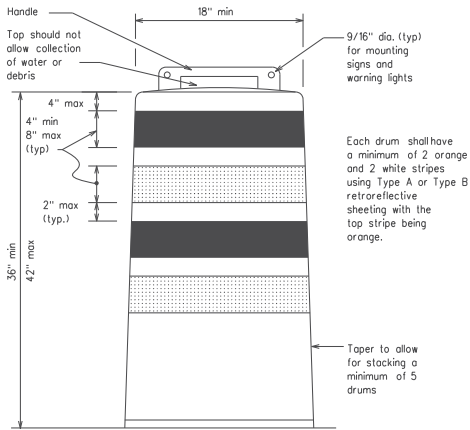
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, shall weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



See Ballast Note 3



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane
Divider, Driveway sign D70a, Keep Right
R4 series or other signs as approved
by Engineer



12" x 24"
Vertical Panel
mount with diagonals
sloping down towards
travelway

Plywood, Aluminum or Metal sign
substrates shall NOT be used on
plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or Type C Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12



Texas
Safety
Division
Standard

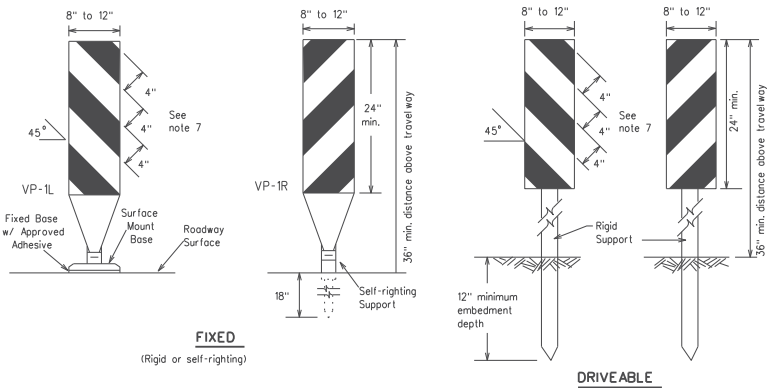
BARRICADE AND CONSTRUCTION
CHANNELIZING DEVICES

BC(8)-21

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9-07 5-21	DIST		COUNTY				
7-13	DIST		HAYS			19	
102							

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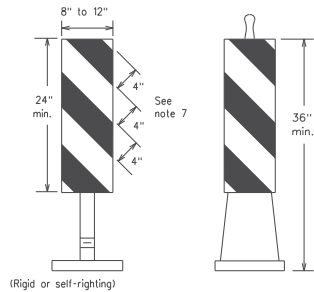
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FIXED
(Rigid or self-righting)

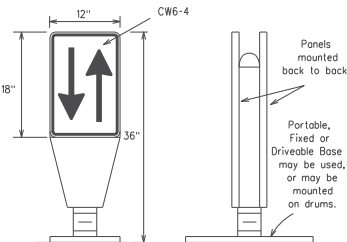
DRIVEABLE

- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panels is 36 inches or greater, a panel stripe of 6 inches shall be used.



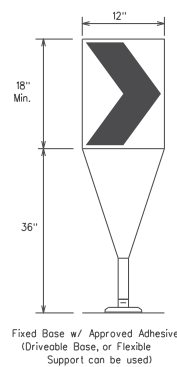
PORTABLE

VERTICAL PANELS (VPs)



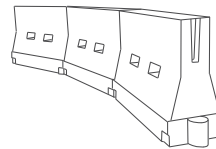
OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPs.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, should be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed	Formula	Minimum Desirable Taper Lengths x x			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = WS/60	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

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

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-21

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© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
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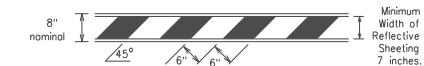
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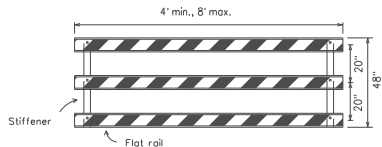
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless on adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

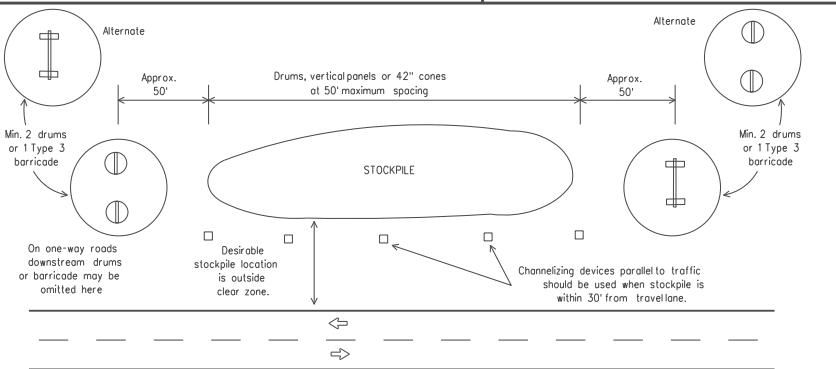
Barricades shall NOT be used as a sign support.



TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

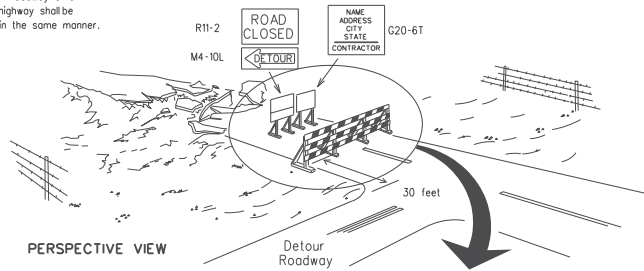


TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

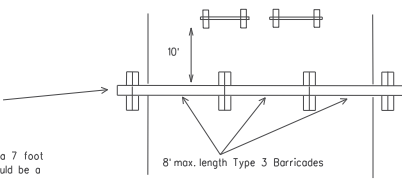
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

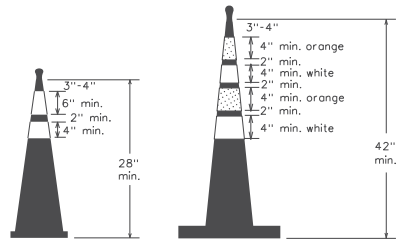
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.



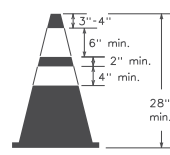
PLAN VIEW

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION

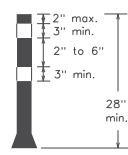


Two-Piece cones

CONES



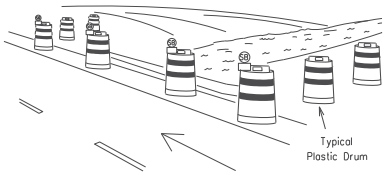
One-Piece cones



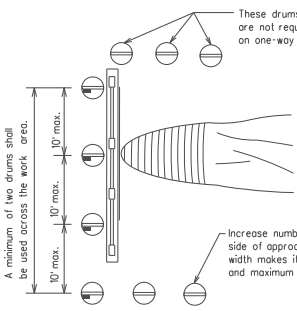
Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



PERSPECTIVE VIEW



PLAN VIEW

Increase number of plastic drums on the side of approaching traffic if the crown width makes it necessary (minimum of 2 and maximum of 4 drums)

1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

FILE:	bc-21.dgn	DATE:	TxDOT	DATE:	TxDOT	DATE:	TxDOT
CONT:	November 2002	SECT:	J	JOB:	RSL	HIGHWAY:	
REVISIONS:		C:	S	J:			
9-07	8-14	DIST:	COUNTY				
7-13	5-21	DIST:	HAYS				21

104

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DATE: 1/25/2023 2:04:06 PM
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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foilback) shall meet the requirements of DMS-8240.

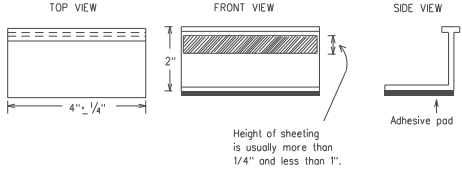
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a material toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Block-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TC(P17-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS


1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

SHEET 11 OF 12

**Texas Department of Transportation**

Traffic Safety Division Standard

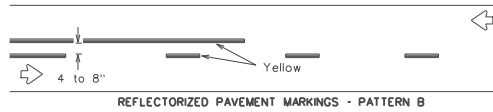
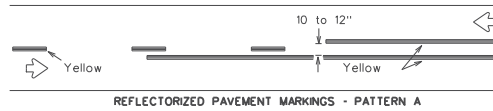
BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-21

FILE: bc-21.dgn	DN: TxDOT	CR: TxDOT	DN: TxDOT	CR: TxDOT
© TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	C	S	J	RSL
2-98 9-07 5-21	DIST	COUNTY		SHEET NO.
1-02 7-13	DST	HAYS		22
11-02 8-14				

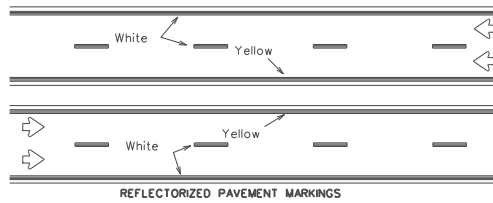
105

PAVEMENT MARKING PATTERNS



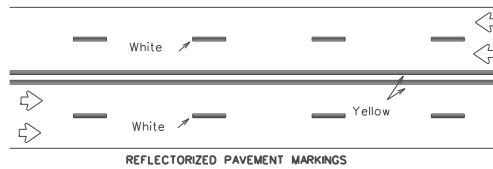
Pattern A is the TxDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectORIZED pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



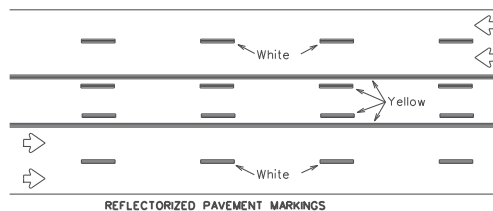
Prefabricated markings may be substituted for reflectORIZED pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



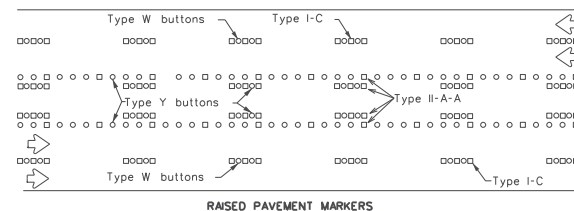
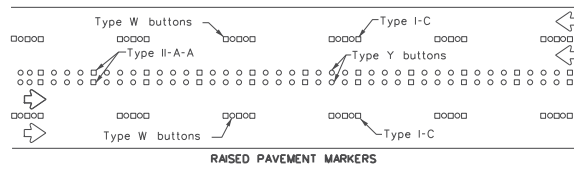
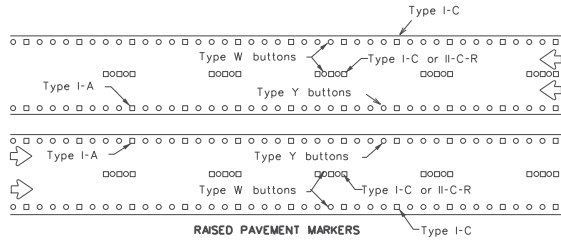
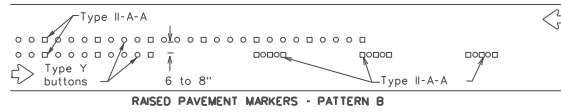
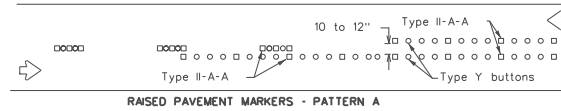
Prefabricated markings may be substituted for reflectORIZED pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS

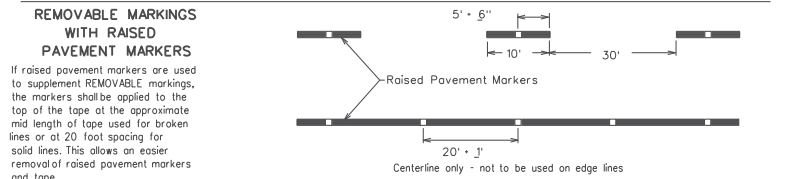
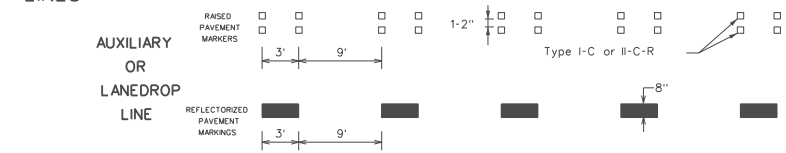
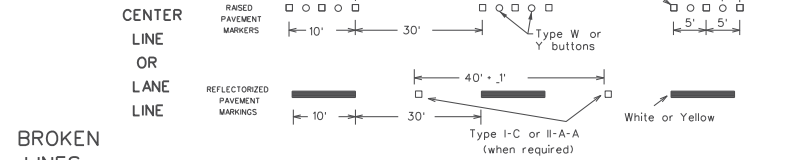
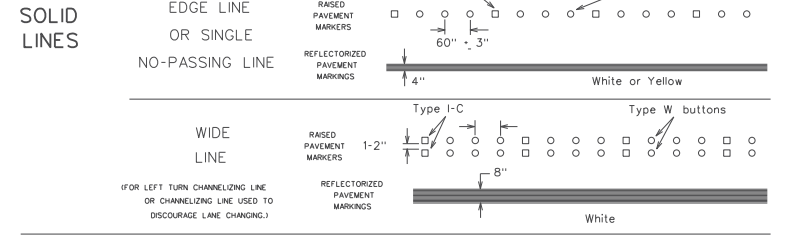
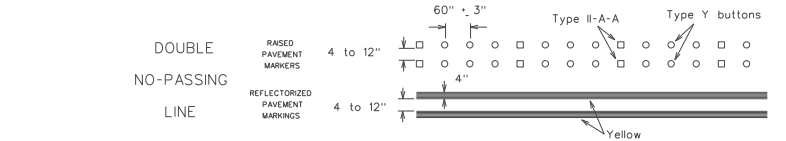


Prefabricated markings may be substituted for reflectORIZED pavement markings.

TWO-WAY LEFT TURN LANE



STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



SHEET 12 OF 12



BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

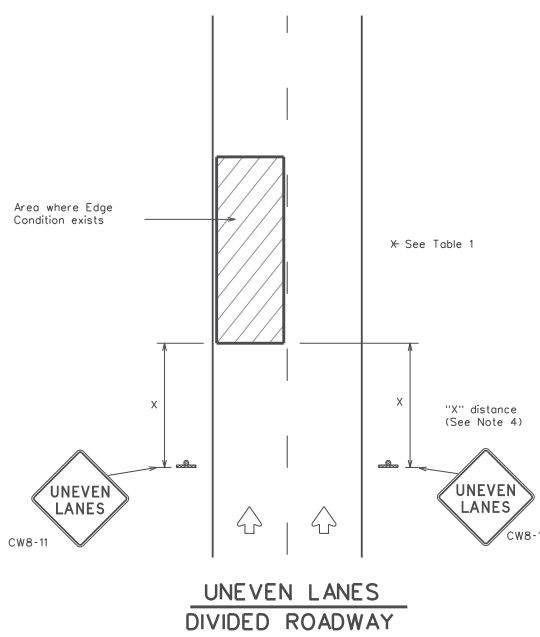
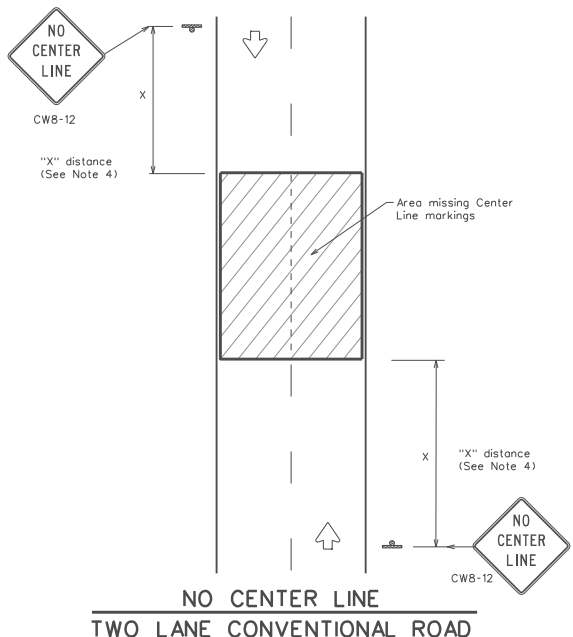
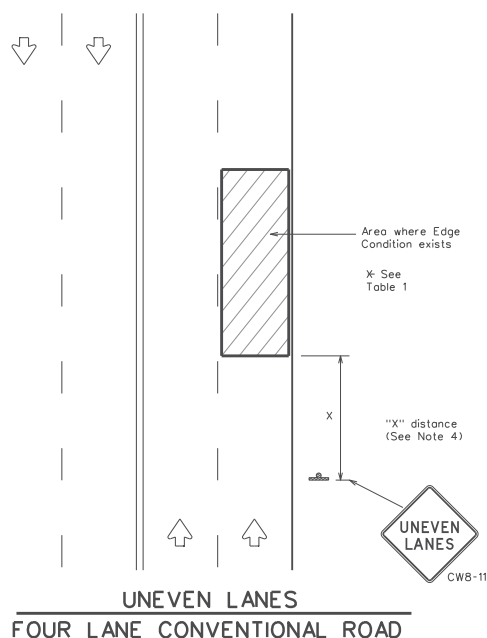
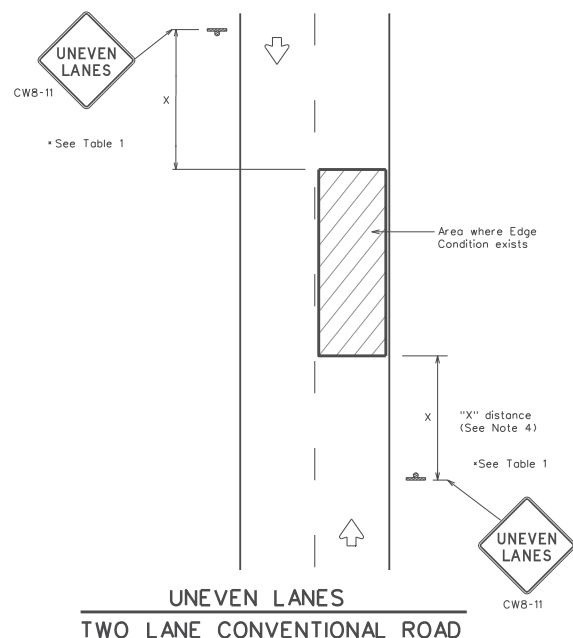
BC(12)-21

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© TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	C	S	J	BSL
1-97 9-07 5-21	DIST	COUNTY	SHEET NO.	
2-98 7-13	DST	HAYS	23	
11-02 8-14				

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

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DATE: 1/25/2023 2:04:07 PM
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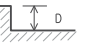
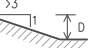

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B _{FL} OR TYPE C _{FL} SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

GENERAL NOTES

1. If spill or holes occur, ROUGH ROAD (CW8-B) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the W2(TPMF) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

Edge Condition	Edge Height (D)	* Warning Devices
<p>①</p> 	<p>Less than or equal to: $1/4"$ (maximum-planing) $1/2"$ (typical-overlay)</p>	<p>Sign: CW8-11</p>
<p>②</p> 	<p>Less than or equal to 3"</p>	<p>Sign: CW8-11</p>
<p>③</p>  <p>Notched Wedge Joint</p>	<p>Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3".</p>	

TRAFFIC CONTROL DURING PLANING,
OVERLAY AND LEVELING OPERATIONS
ARE SHOWN ELSEWHERE IN THE PLANS.

MINIMUM WARNING SIGN SIZE	
Conventional roads	36" x 36"
Freeways/expressways, divided roadways	48" x 48"



**Traffic
Operations
Division
Standard**

SIGNING FOR UNEVEN LANES

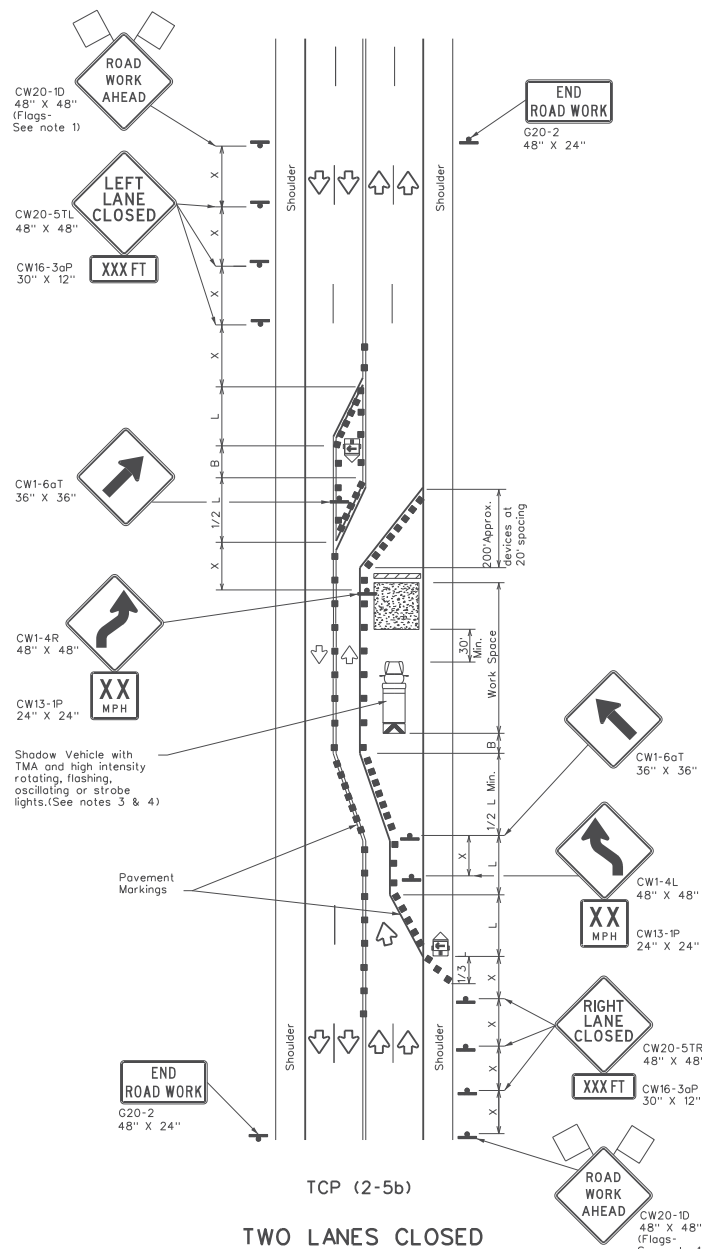
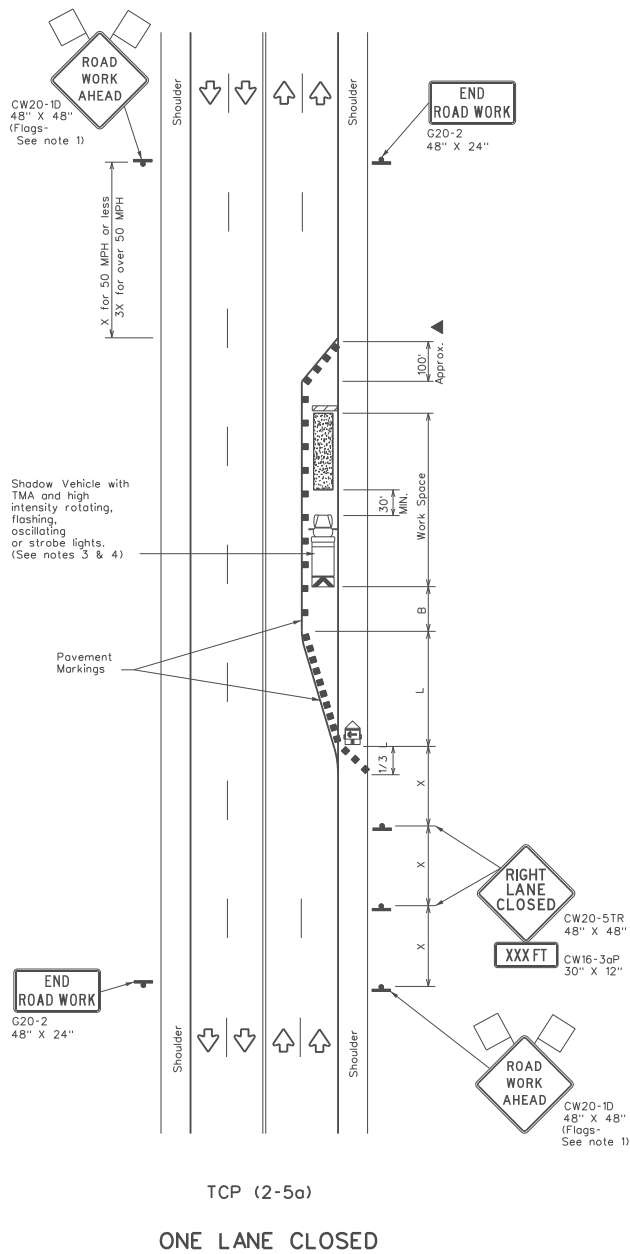
WZ(UL)-13

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© TxDOT Apr 1992	CONT	SECT	JOB	HIGHWAY
REVISONS	C	S	J	RSL
8-95 2-98 7-13	DIST	COUNTY		SHEET NO.
1-97 3-03	DST	HAYS		25

FILE:	tcp2-1-18.dgn	DW:	CK:	DW:	CK:
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REVISONS					RSL
2-94	4-98				
8-95	2-12	DIST	COUNTY		SHEET
1-97	2-18	HAYS			26

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DATE: FILE:



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

Posted Speed x	Formula	Minimum Desirable Taper Lengths x x			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
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		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	$L = WS$	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'

x Conventional Roads Only
x x 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

- Flags attached to signs where shown, are REQUIRED.
- 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.
- 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.
- Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.
- The downstream taper is optional. When used, it should be 100 feet approximately per lane, with channelizing devices spaced at 20 feet.

TCP (2-5a)

- If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic, with the arrow board placed in the closed lane near the end of the merging taper.

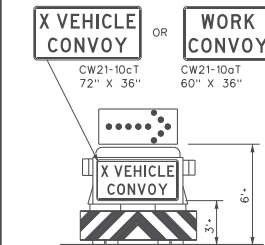
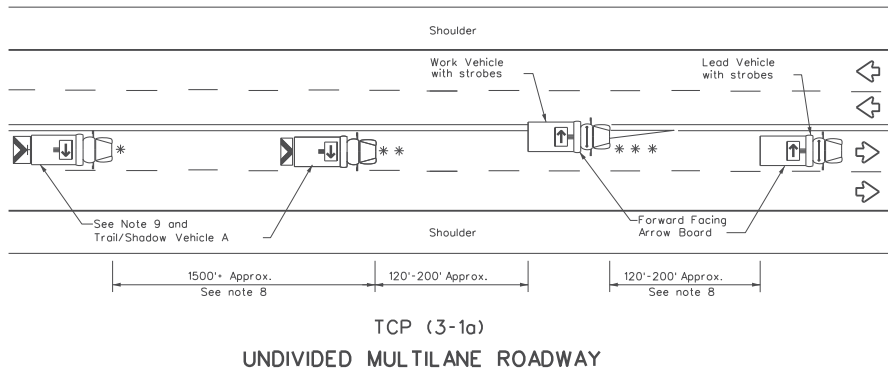
TCP (2-5b)

- Conflicting pavement markings shall be removed for long-term projects.

		Traffic Operations Division Standard			
TRAFFIC CONTROL PLAN LONG TERM LANE CLOSURES MULTILANE CONVENTIONAL RDS.					
TCP(2-5)-18					
FILE: tcp2-5-18.dgn	DATE: December 1985	CONT: RSL	SHEET NO. 27		
8-95 2-12	REVISIONS	DIST: COUNTY	HAYS		
1-97 3-03					
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165					

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DATE: 1/25/2023 2:05:16 PM
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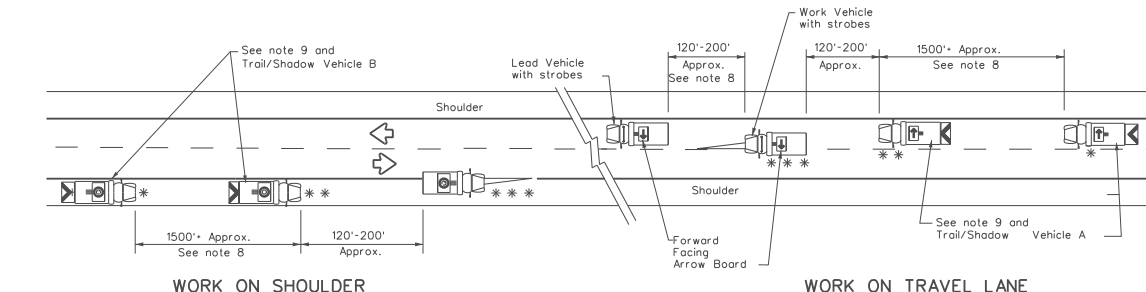
TRAIL/SHADOW VEHICLE A
with RIGHT Directional display Flashing Arrow Board

LEGEND	
* Trail Vehicle	ARROW BOARD DISPLAY
** Shadow Vehicle	
*** Work Vehicle	RIGHT Directional
Heavy Work Vehicle	LEFT Directional
Truck Mounted Attenuator (TMA)	Double Arrow
Traffic Flow	CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE			
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	LONG TERM STATIONARY
✓			

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used the WORK vehicle must be equipped with an arrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. "X VEHICLE CONVOY" (CW21-10cT) or "WORK CONVOY" (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" X 48" diamond shaped "WORK CONVOY" (CW21-10T1) or "X VEHICLE CONVOY" (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a "DO NOT PASS" (R4-1) sign should be placed on the back of the rearmost protection vehicle.

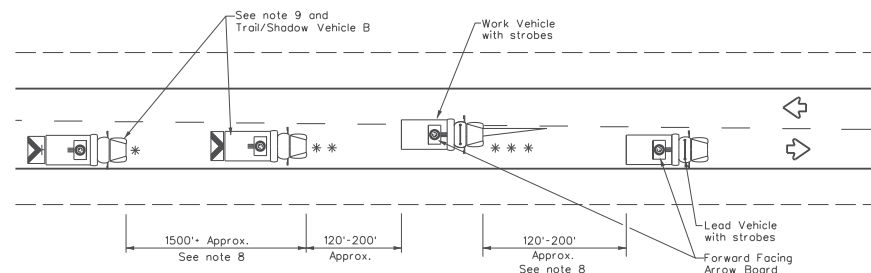


WORK ON SHOULDER

WORK ON TRAVEL LANE

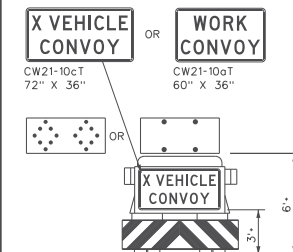
TCP (3-1b)

TWO-WAY ROADWAY WITH PAVED SHOULDERS

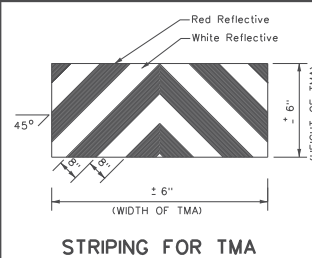


TCP (3-1c)

TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS



TRAIL/SHADOW VEHICLE B
with Flashing Arrow Board in CAUTION display



Texas Department of Transportation

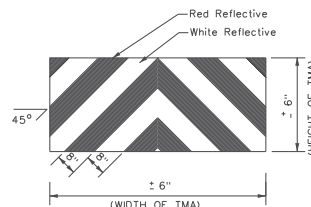
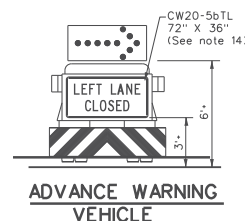
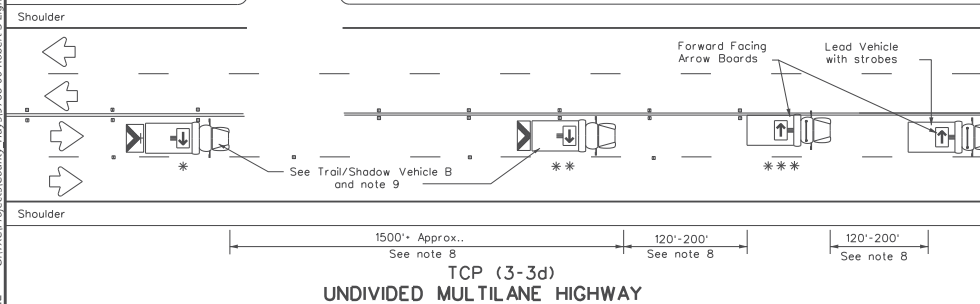
Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
MOBILE OPERATIONS
UNDIVIDED HIGHWAYS

TCP(3-1)-13

FILE: tcp3-1.dgn	DN: TxDOT	CR: TxDOT	DR: TxDOT	CH: TxDOT
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS	C	S	J	RSL
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 7-13	DST	HAYS		28
1-97				

175



1. TRAIL, SHADOW, and LEAD vehicles should be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if a TRAIL, SHADOW, or LEAD vehicle is required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber backscatter arrow board lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle should have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on the type of work restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary depending on the type of work restrictions and other factors.
9. X VEHICLE CONVOY (CW21-10cT) or WORK CONVOY (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10bT) signs may be used when more adequate space is available. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT or RIGHT CW20-5dTL or CW20-5dTR and CLOSD (CW20-5dTR), or CENTER LANE, CLOSD (CW20-5dT) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same message may be used as a substitute for the two directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP(3-2).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option. The rectangular signs shown are not allowable.
14. The Advance Warning Vehicle may straddle the edge line when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not willing to pass, the vehicle may be moved to the right. The PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.

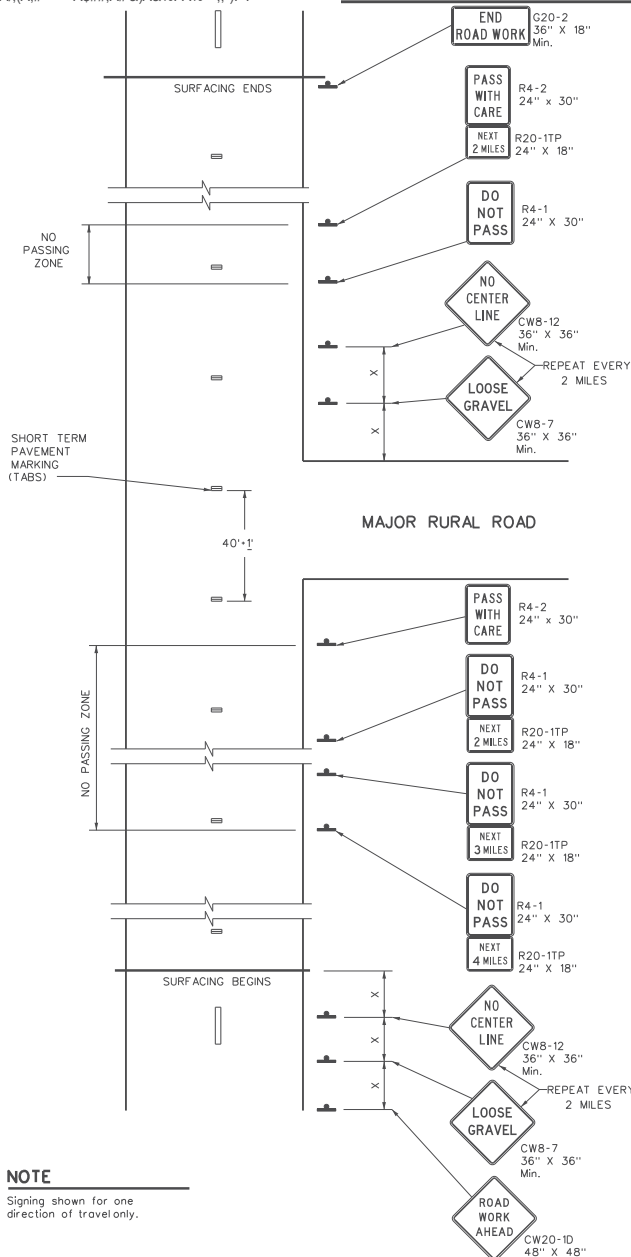
TRAFFIC CONTROL PLAN
MOBILE OPERATIONS
RAISED PAVEMENT
MARKER INSTALLATION/
REMOVAL
TCP(3-3)-14

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REVISONS		C	S	J		RSL			
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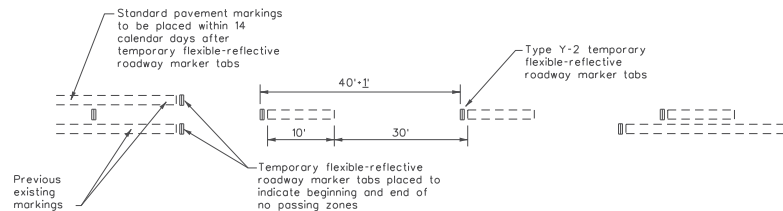
DSCG JAMES:
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NOTE
Signing shown for one direction of travel only.

NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS



TABS ON CENTERLINES OF TWO-LANE TWO-WAY ROADS

For seal coat, micro-surface or similar operations

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

- Prior to the beginning of construction, all currently striped no-passing zones shall be signed with the DO NOT PASS (R4-1) signs and PASS WITH CARE (R4-2) signs placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.
- At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES (R20-1TP) plaque may be used at the beginning of such zones. The DO NOT PASS sign and the NEXT XX MILES plaque should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of the no-passing zone may be signed with a PASS WITH CARE sign and a NEXT XX MILES plaque.
- Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshield and lights. The DO NOT PASS sign and NEXT XX MILES plaque should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with the existing pavement markings. Also, unless one day's operation completes the entire length of such combined zones, appropriate DO NOT PASS and PASS WITH CARE signs should be placed at the beginning and end of the no-passing zones where the surfacing operation has stopped for the day.
- R4-1 and R4-2 are to remain in place until standard pavement markings are installed.

"NO CENTER LINE" SIGN (CW8-12)

- Center line markings are yellow pavement markings that delineate the separation of travel lanes that have opposite directions of travel on a roadway. Divided highways do not typically have center line markings.
- At the time construction activity obliterates the existing center line markings (low volume roads may not have an existing centerline), a NO CENTER LINE (CW8-12) sign should be erected at the beginning of the work area, at approximately 2 mile intervals within the work area, beyond major intersections and other locations deemed necessary by the Engineer.
- The NO CENTER LINE signs are to remain in place until standard pavement markings are installed.

"LOOSE GRAVEL" SIGN (CW8-7)

- When construction begins, a LOOSE GRAVEL (CW8-7) sign should be erected at each end of the work area and repeated at intervals of approximately 2 miles in rural areas and closer in urban areas.
- The LOOSE GRAVEL signs are to remain in place until the condition no longer exists.

PAVEMENT MARKINGS

- Temporary markings for surfacing projects shall be Temporary Flexible-reflective Roadway Marker Tabs unless otherwise approved by the Engineer. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept, the cover over the reflective strip shall be removed.
- Tabs shall not be used to simulate edge lines.
- Tab placement for overlay/inlay operations shall be as shown on the WZ(STPM) standard sheet.

COORDINATION OF SIGN LOCATIONS

- The location of warning signs at the beginning and end of a work area are to be coordinated with other signing typically shown on the Barricade and Construction Standards for project limits to ensure adequate sign spacing.
- Where possible the ROAD WORK AHEAD (CW20-1D), LOOSE GRAVEL (CW8-7), and NO CENTER LINE (CW8-12) signs should be placed in the sequence shown following the OBEY WARNING SIGNS STATE LAW (R20-3T) and the TRAFFIC FINES DOUBLE (R20-5T) sign, and one "X" sign spacing prior to the CONTRACTOR (G20-6T) sign typically located at or near the limits of surfacing. LOOSE GRAVEL and NO CENTER LINE signs will then be repeated as described above.

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

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

GENERAL NOTES

- The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where tabs must be placed prior to the surfacing operation which will cover or obliterate the existing pavement markings.
- The devices shown on this sheet are to be used to supplement those required by the BC Standards or others required elsewhere in the plans.
- Signs shall be erected as detailed on the BC Standards or the Compliant Work Zone Traffic Control Devices List (CWZTCD) on supports approved for Long-Term / Intermediate-Term Work Zone Sign Supports.
- When surfacing operations take place on divided highways, freeways or expressways, the size of diamond shaped construction warning signs shall be 48" x 48".
- Signs on divided highways, freeways and expressways will be placed on both right and left sides of the roadway based on roadway conditions as directed by the Engineer.



Traffic Operations Division Standard

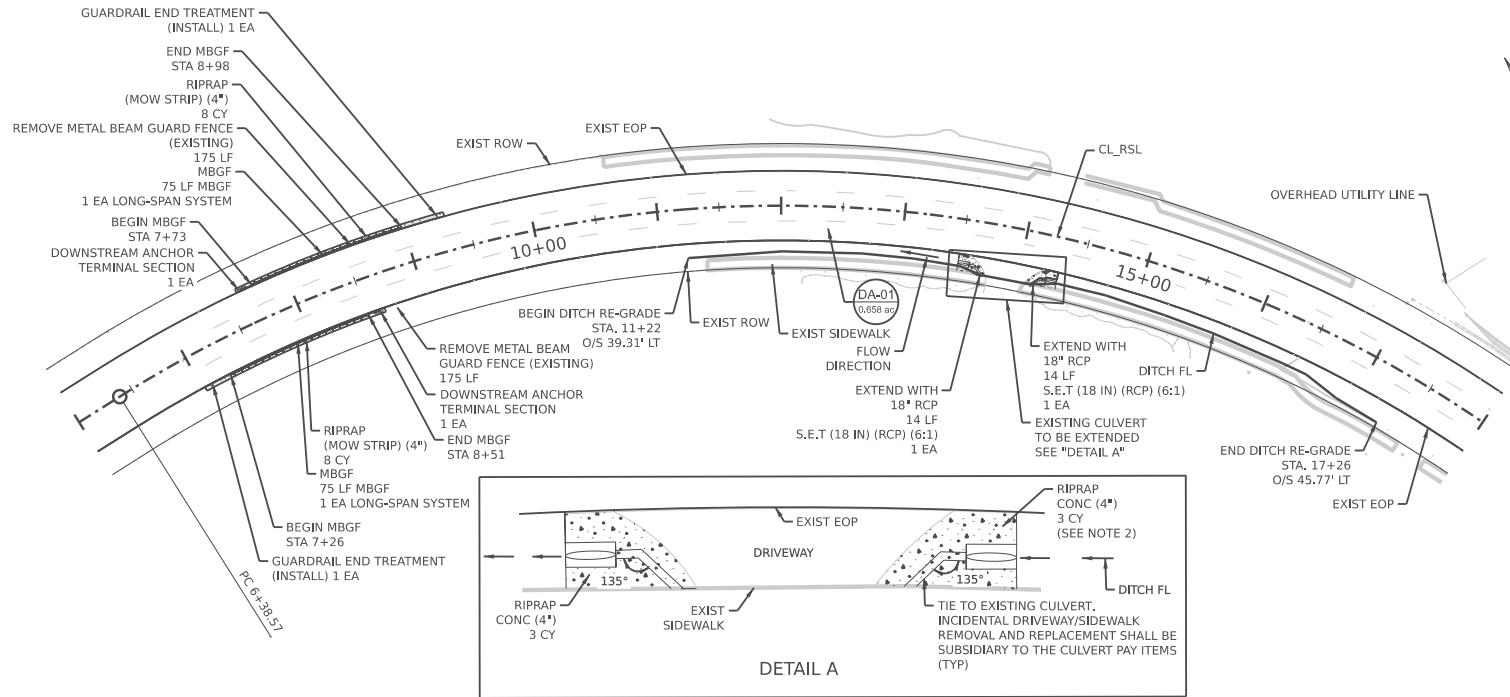
TRAFFIC CONTROL DETAILS FOR SURFACING OPERATIONS

TCP(7-1)-13

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© TxDOT	March 1991		CONT	SECT	JOB		HIGHWAY			
REVISIONS			C	S	J		RSL			
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PLAN
SECTION
ELEVATION



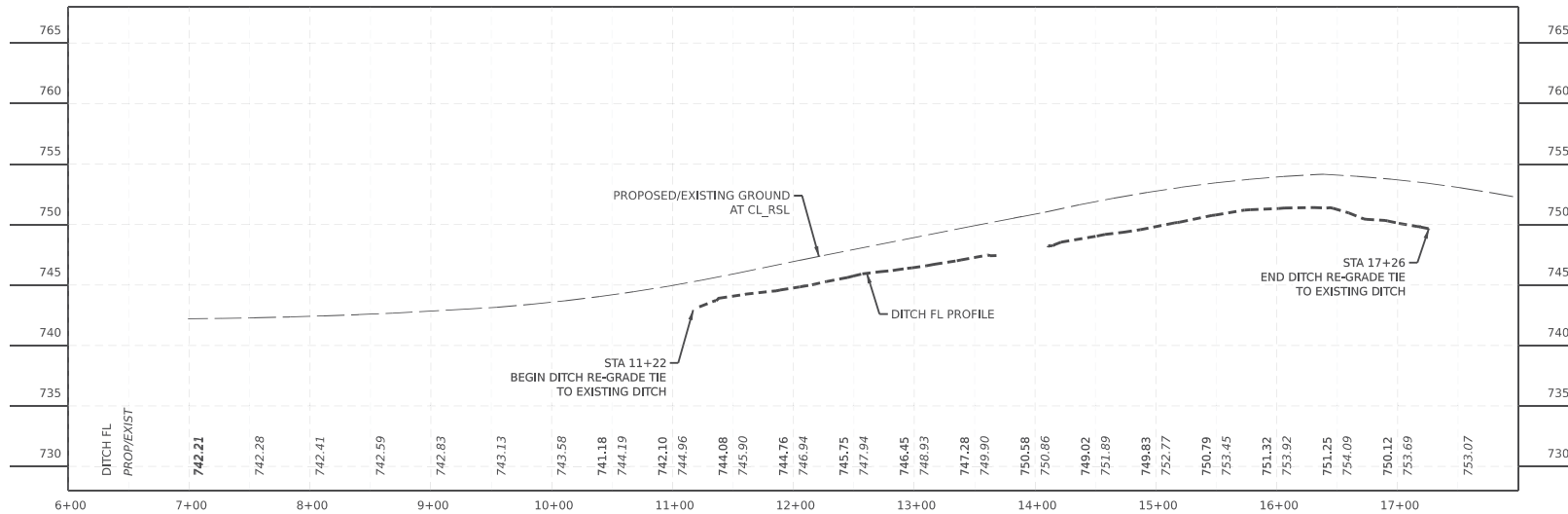
- NOTES:
1. SEE CROSS SECTIONS FOR DITCH FLOWLINES AND ADDITIONAL INFORMATION.
 2. RIPRAP TO USE #4 REBAR ON 12\" CENTERS IN BOTH DIRECTIONS. USE 12\" DEEP TOE.

0 25 50 100
SCALE: 1\" = 100' H
1\" = 10' V



1/25/2023

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BGE, Inc.
1701 Directors Blvd., Suite 1000, Austin, TX 78744
Tel: 512-879-0400 • www.bgeinc.com
TSPE Registration No. F-1046

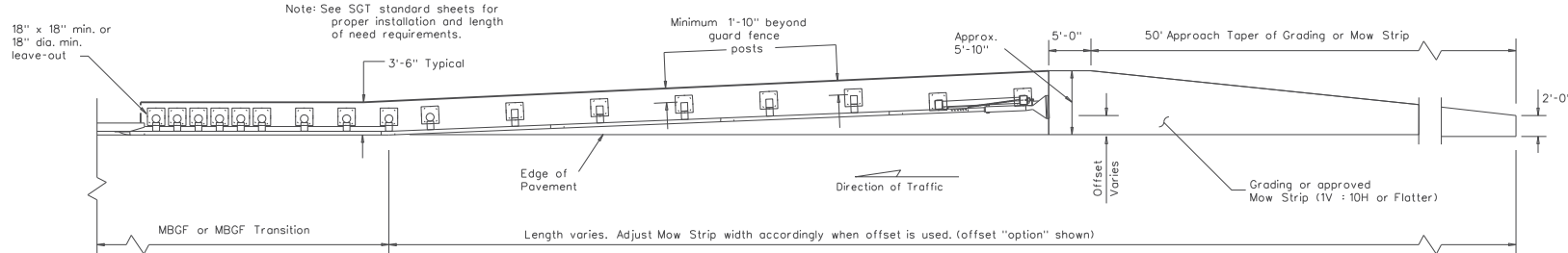
ROBERT S. LIGHT BLVD

PLAN & PROFILE
DITCH RE-GRADE

DESIGNED BY:		SHEET OF
DRAWN BY:		
CHECKED BY:		31
APPROVED BY:		

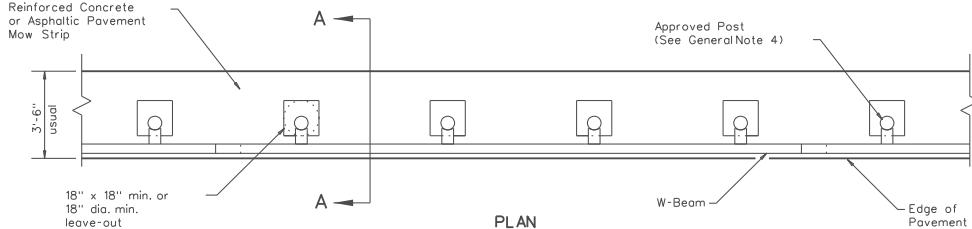
DECLARATION: THIS STANDARD IS COVERED BY THE "TEXAS ENGINEERING PRACTICE ACT"; NO WARRANTY OF ANY KIND IS MADE BY TxDOT FOR ANY PURPOSE WHATSOEVER. TxDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

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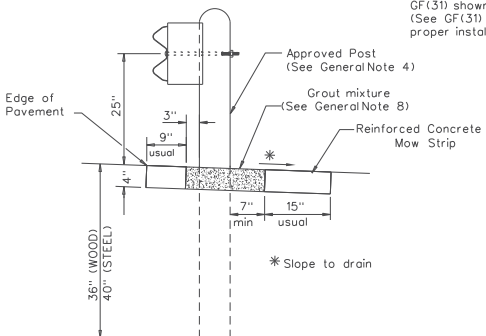
GRADING AND MOW STRIP AT GUARDRAIL END TREATMENTS

Note: Site Condition(s)
Site conditions may exist where grading is required for the proper installation of metal guard fence and end treatments.
Approach grading or mow strip may be decreased or eliminated, as directed by the Engineer.



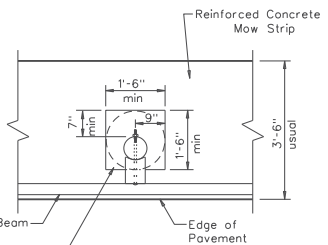
PLAN

GF(31) shown with Mow Strip
(See GF(31) standard sheet for proper installation)



SECTION A-A

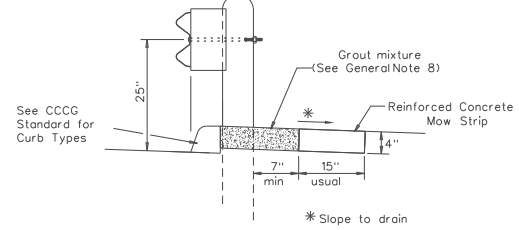
Typical



MOW STRIP DETAIL

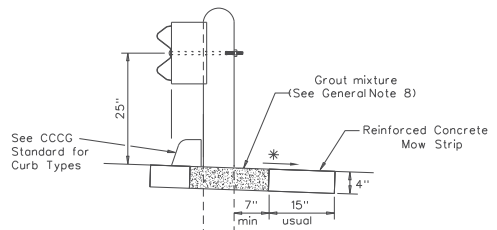
Reinforced Concrete Mow Strip with 18" x 18" Square or 18" Dia. minimum leave-out.

- GENERAL NOTES**
1. This mow strip design is for use with metal beam guard fence, guard fence transitions, and guard fence end treatments. See applicable GF(31) MBOF or GF(31) Transition Standard sheet for additional information.
 2. Mow strips shall be reinforced concrete with (wire mesh or synthetic fiber), as shown on the plans and will be paid for under the pertinent bid item. Reinforced concrete shall be placed in accordance with Item 432, "Riprap." The use of the synthetic fiber in lieu of steel reinforcement is acceptable, provided the fiber producer is on the Department Material Producer List (MPL), maintained by TxDOT, Construction Division.
 3. The leave-out behind the post shall be a minimum of 7".
 4. Only steel (W6 x 8.5 or W6 x 9.0), or 7 1/2" Dia. round wood posts are acceptable for use in the mow strip. See GF(31) Standard for additional details.
 5. Other curb placement options may be used. Curbs are not considered part of the mow strip and will be paid for under other pertinent bid item.
 6. Thickness of the mow strip will be 4".
 7. The limits of payment for reinforced concrete will include leave-outs for the posts.
 8. The leave-outs shall be filled with a Grout mixture consisting of: 2719 pounds sand, 188 pounds Type 1 or II cement, and 550 pounds of water per cubic yard, with a 28-day compressive strength of approximately 250 psi or less. Provide grout with a consistency that will flow into and completely fill all voids. Due to auger size, larger leave-out dimensions are acceptable from both an impact performance and maintenance repair standpoint (Suggested Maximum leave-out of 20"). Payment for furnishing and placing the grout mixture will be subsidiary to the pay item of riprap mow strip.



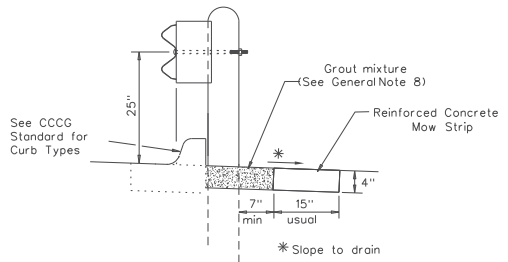
CURB OPTION (1)

This option will increase the post embedment throughout the system.




CURB OPTION (2)

Curb shown on top of mow strip

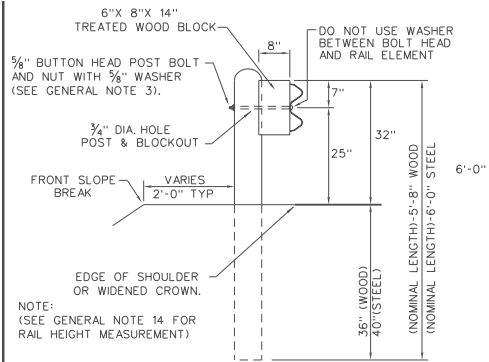


CURB OPTION (3)

 Texas Department of Transportation				Design Division Standard	
METAL BEAM GUARD FENCE (MOW STRIP) TL-3 MASH COMPLIANT GF(31)MS-19					
FILE: gf31ms19.dgn	DN: TxDOT	CK: KM	DN: VP	CK: CGL/AG	
©TxDOT: NOVEMBER 2019	CONT	SECT	JOB	HIGHWAY	
REVISIONS	C	S	J	RSL	
	DIST	COUNTY		SHEET NO.	
	DST	HAYS		32	

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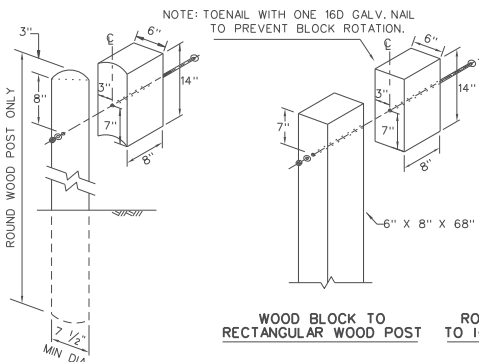
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TYPICAL POST PLACEMENT

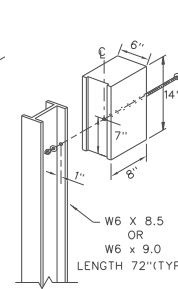
NOTE: *WOOD* INDICATES DIMENSIONS FOR BOTH ROUND AND RECTANGULAR WOOD POST SYSTEMS.

WOOD BLOCK TO ROUND WOOD POST



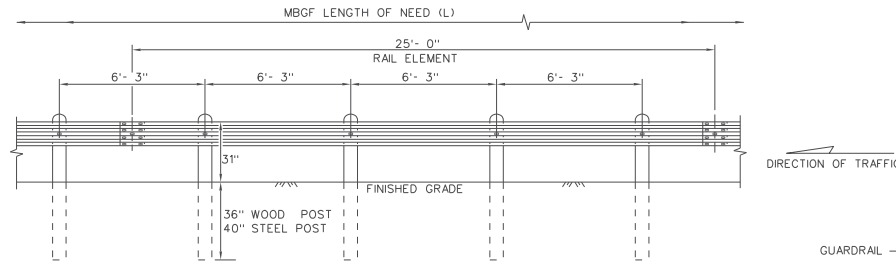
WOOD BLOCK TO RECTANGULAR WOOD POST

ROUTED WOOD BLOCK TO I-BEAM STEEL POST



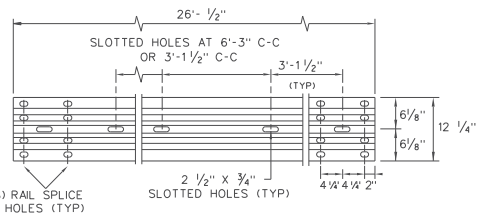
GENERAL NOTES

1. THE TYPE OF POST (ROUND WOOD POST, RECTANGULAR WOOD POST, OR STEEL POST) WILL BE AS SHOWN IN THE PLANS. THE EXACT POSITION OF MBGF SHALL BE SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER. STEEL POSTS TO BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING."
2. RAIL ELEMENTS SHALL MEET THE REQUIREMENTS OF ITEM 540, "METAL BEAM GUARD FENCE" EXCEPT AS MODIFIED IN THE PLANS. THE CONTRACTOR MAY FURNISH RAIL ELEMENTS OF 25'-0", OR 12'-6" (NOM.) LENGTHS. RAIL ELEMENTS MAY HAVE SLOTTED HOLES AT 3'-1 1/2" C-C OR 6'-3" C-C. A SPECIAL LENGTH OF RAIL MAY BE MANUFACTURED TO ACCOMMODATE THE DOWNSTREAM ANCHOR TERMINAL (DAT) AND THE TRANSITION SECTIONS OF GUARDRAIL.
3. BUTTON HEAD "POST BOLTS & NUTS" SHALL MEET THE REQUIREMENTS OF (ASTM A307), AND SHALL BE OF SUFFICIENT LENGTH TO EXTEND THROUGH THE FULL THICKNESS OF THE NUT AND 3/4" WASHER (FWC160) AND NOT MORE THAN 1" BEYOND IT. TRIM REMAINING BOLT LENGTH TO MEET REQUIRED LENGTH.
4. FITTINGS (BOLTS, NUTS, AND WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING." FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
5. CROWN SHALL BE WIDENED TO ACCOMMODATE THE METAL BEAM GUARD FENCE.
6. THE LATERAL APPROACH TO THE GUARD FENCE, SHALL HAVE A MAXIMUM SLOPE OF 1V:10H.
7. IF SHOWN ELSEWHERE IN THE PLANS OR AS DIRECTED BY THE ENGINEER, THE GUARD FENCE MAY BE FLARED AT A RATE OF 25:1 OR FLATTER.
8. UNLESS OTHERWISE SHOWN IN THE PLANS, GUARD FENCE PLACED IN THE VICINITY OF CURBS SHALL BE POSITIONED SO THAT THE FACE OF CURB IS LOCATED DIRECTLY BELOW OR BEHIND THE FACE OF THE RAIL. RAIL PLACED OVER CURBS SHALL BE INSTALLED SO THAT THE POST BOLT IS LOCATED APPROXIMATELY 25 INCHES ABOVE THE GUTTER PAN OR EDGE OF SHOULDER.
9. APPLICATIONS IN SOLID ROCK ARE ONLY ALLOWED WITH STEEL POSTS. IF SOLID ROCK IS ENCOUNTERED WITHIN 0 TO 18" OF THE FINISHED GRADE, DRILL A 24" DIA. HOLE, 24" INTO THE ROCK. IF SOLID ROCK IS ENCOUNTERED BELOW 18", DRILL A 12" DIA. HOLE, 12" INTO THE ROCK OR TO THE STANDARD EMBEDMENT DEPTH, WHICHEVER MAYBE LESS. ANY EXCESS POST LENGTH, AFTER MEETING THESE DEPTHS, MAY BE FIELD CUT TO ENSURE PROPER GUARDRAIL MOUNTING HEIGHT. BACKFILL WITH COARSE AGGREGATE MATERIAL.
10. POSTS SHALL NOT BE SET IN CONCRETE, OF ANY DEPTH.
11. SPECIAL FABRICATION WILL BE REQUIRED AT INSTALLATION LOCATIONS HAVING A CURVATURE OF LESS THAN 150 FT. RADIUS.
12. UNLESS OTHERWISE SHOWN IN THE PLANS, A COMPOSITE MATERIAL BLOCK THAT MEETS THE REQUIREMENTS OF DMS-7210, "COMPOSITE MATERIAL POSTS AND BLOCKS FOR METAL BEAM GUARD FENCE" MAY BE SUBSTITUTED FOR BLOCKS OF SIMILAR DIMENSIONS. THE CONSTRUCTION DIVISION, TXDOT, MAINTAINS A MATERIAL PRODUCER LIST (MPL) FOR PRODUCERS OF MATERIALS CONFORMING TO DMS-7210 ONLY PRODUCERS ON THE MPL MAY FURNISH COMPOSITE MATERIAL BLOCKS.
13. FOR THE LOW FILL CULVERT OPTION, POSTS LOCATED PARTIALLY OR WHOLLY BETWEEN PRECAST BOX CULVERT UNITS, THE USE OF A CAST-IN-PLACE CONCRETE CLOSURE BETWEEN BOXES IS REQUIRED. THE LENGTH OF THE CAST-IN-PLACE CONCRETE CLOSURE SHALL ACCOMMODATE THE PLACEMENT OF THE LOW FILL CULVERT OPTION. SEE CONCRETE CLOSURE DETAILS ON BRIDGE STANDARD SCP-MD.
14. GUARDRAIL HEIGHT MEASUREMENT: WHEN THE GUARDRAIL IS LOCATED ABOVE PAVEMENT, MEASURE THE HEIGHT FROM THE PAVEMENT TO THE TOP OF THE W-BEAM RAIL. WHEN THE GUARDRAIL IS LOCATED UP TO 2 FT. OFF OF THE EDGE OF PAVEMENT OR FOR A PAVEMENT OVERLAY, USE A 10-FOOT STRAIGHTEDGE TO EXTEND THE PAVEMENT/SLOPE TO THE BACK OF RAIL. MEASURE FROM THE BOTTOM OF STRAIGHTEDGE TO THE TOP OF RAIL. FOR GUARDRAIL LOCATED DOWN A 10:1 SLOPE, MEASURE FROM THE NOMINAL TERRAIN.



ELEVATION MID-SPAN RAIL SPLICE

SHOWING A 25'-0" SECTION OF W-BEAM RAIL. (SEE GENERAL NOTE 2)



ELEVATION 25'-0" (NOM.) W-BEAM SECTION

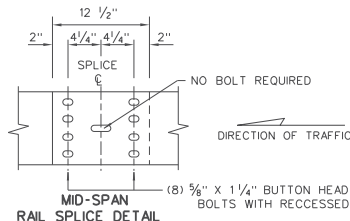
NOTES: SEE GENERAL NOTE 2 FOR ALLOWABLE RAIL TYPES. SEE RAIL SPLICE DETAIL FOR REQUIRED HARDWARE.

NOTE: FOUR TYPES OF BUTTON-HEAD GUARD RAIL BOLTS COME WITH A RECESSED NUT.

SPLICE BOLT LENGTH
FBB01 = 1 1/4"
FBB02 = 2"

POST & BLOCK LENGTH
FBB03 = 10"
FBB04 = 18"

BUTTON HEAD BOLT



MID-SPAN RAIL SPLICE DETAIL

NOTE: SEE GENERAL NOTE 3 FOR SPLICE & POST BOLT DETAILS.

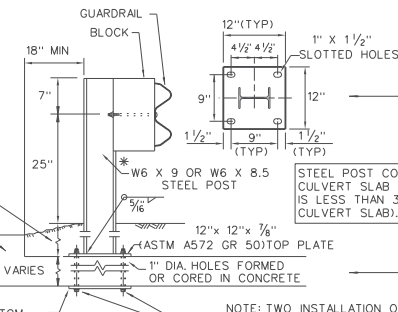
NOTE: GF(31), MID-SPAN RAIL SPLICES ARE REQUIRED WITH 6'-3" POST SPACINGS.

* POST(S) MAY REQUIRE FIELD MODIFICATION TO ENSURE PROPER GUARDRAIL HEIGHT.

9" MIN. FILL DEPTH CULVERT SLAB

12" x 12" x 1/4" (ASTM A36) STEEL BOTTOM PLATE WITH 1" DIA. HOLES REQUIRED WITH BOLT-THROUGH INSTALLATION.

LOW FILL CULVERT POST



NOTE: TWO INSTALLATION OPTIONS.

1. BOLT-THROUGH OPTION: REQUIRES A 6" MIN. SLAB THICKNESS. 7/8" DIA (ASTM A449) HEAVY HEX BOLTS WITH TWO HARDENED WASHER EACH AND HEAVY HEX NUTS.
NOTE: BOLT LENGTH = SLAB PLUS 2 1/4" MIN.

2. EPOXY ANCHOR OPTION: THIS OPTION MAY ONLY BE USED IF THE CULVERT SLAB IS 9" MIN. THICK. THREADED ANCHOR RODS MUST BE 7/8" DIA. ASTM A449 OR A193 GRADE B7 WITH HEAVY HEX NUT, AND ONE HARDENED WASHER EACH. EMBED ANCHOR RODS 6" WITH HILTI HIT RE 500 EPOXY ADHESIVE. OTHER TYPE III CLASS C EPOXY ADHESIVES MEETING THE REQUIREMENTS OF DMS-6100, "EPOXIES AND ADHESIVES", MAY BE USED IF IT CAN BE DEMONSTRATED THAT THEY MEET OR EXCEED THE STRENGTH OF HILTI HIT RE 500 WITH THE SAME EMBEDMENT DEPTH AND THREADED ROD DIA. FOLLOW THE MANUFACTURER'S REQUIREMENTS FOR INSTALLING EPOXY THREADED RODS. EXTEND RODS 1/4" MIN. BEYOND NUT.

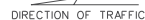
NOTE: CULVERTS OF 25 FT. OR LESS, SEE GF(31)LS STANDARD FOR "LONG SPAN" OPTION.



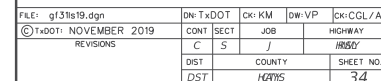
**METAL BEAM GUARD FENCE
TL-3 MASH COMPLIANT**

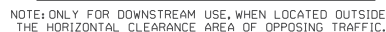
GF(31)-19

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©1+001: NOVEMBER 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS	C	S	J	IR507
DIST	COUNTY			SHEET NO.
DST	HAYS			33



1. THE TYPE OF LINE POST (ROUND WOOD POST, RECTANGULAR WOOD POST, OR STEEL POST) WILL BE AS SHOWN IN THE PLANS. THE EXACT POSITION OF THE TRANSITIONS SHALL BE AS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER. STEEL POSTS TO BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING."
2. RAIL ELEMENT SHALL MEET ALL REQUIREMENTS OF ITEM 540, "METAL BEAM GUARD FENCE" EXCEPT AS MODIFIED ON THE PLANS. THE CONTRACTOR MAY FURNISH RAIL ELEMENTS OF 12'- 6" OR 25'- 0" NOMINAL LENGTHS.
3. RAIL POST HOLES ARE OFFSET 3'- 1 1/2" FROM STANDARD GUARDRAIL TO ACCOMMODATE THE MIDSPAN SPLICING.
4. BUTTON HEAD "POST BOLTS & NUTS" SHALL MEET THE REQUIREMENTS OF (ASTM A307), AND SHALL BE OF SUFFICIENT LENGTH TO EXTEND THROUGH THE FULL THICKNESS OF THE NUT AND 5/8" WASHER (FWC16a) AND NO MORE THAN 1" BEYOND IT.
5. FITTINGS (BOLTS, NUTS, AND WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING". FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
6. WHERE SOLID ROCK IS ENCOUNTERED, CONTACT THE DESIGN DIVISION FOR ADDITIONAL GUIDANCE. (512) 416-2678
7. POSTS SHALL NOT BE SET IN CONCRETE, OF ANY DEPTH.
8. REFER TO GF(31) STANDARD SHEET FOR ADDITIONAL DETAILS.
9. FLAME CUTTING OF HOLES IN GUARDRAIL SHALL NOT BE PERMITTED. IF YOU ENCOUNTER MIS-ALIGNED BOLT HOLES IN GUARDRAIL CONTACT THE DESIGN DIVISION FOR ADDITIONAL INFORMATION & OPTIONS.

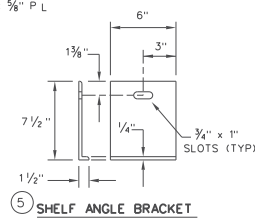
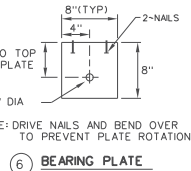
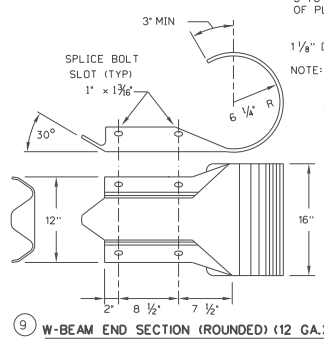
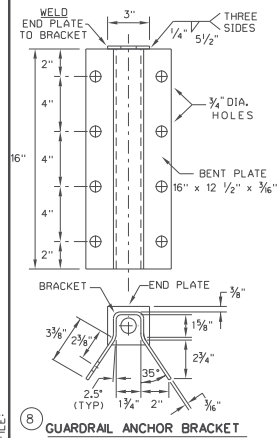
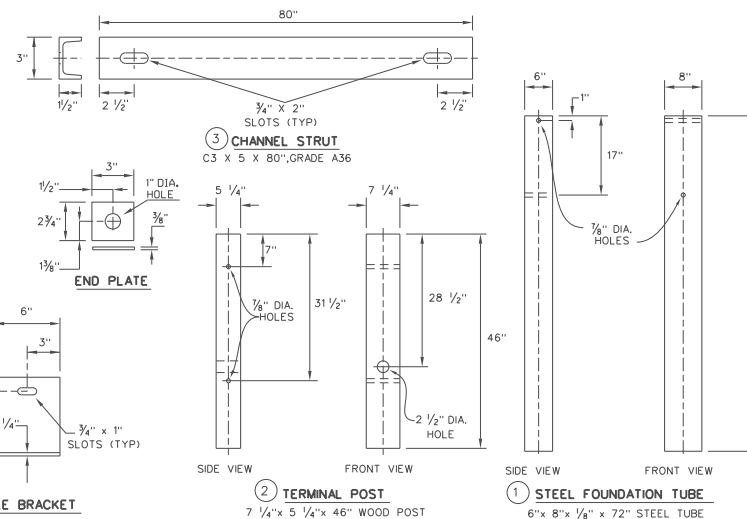


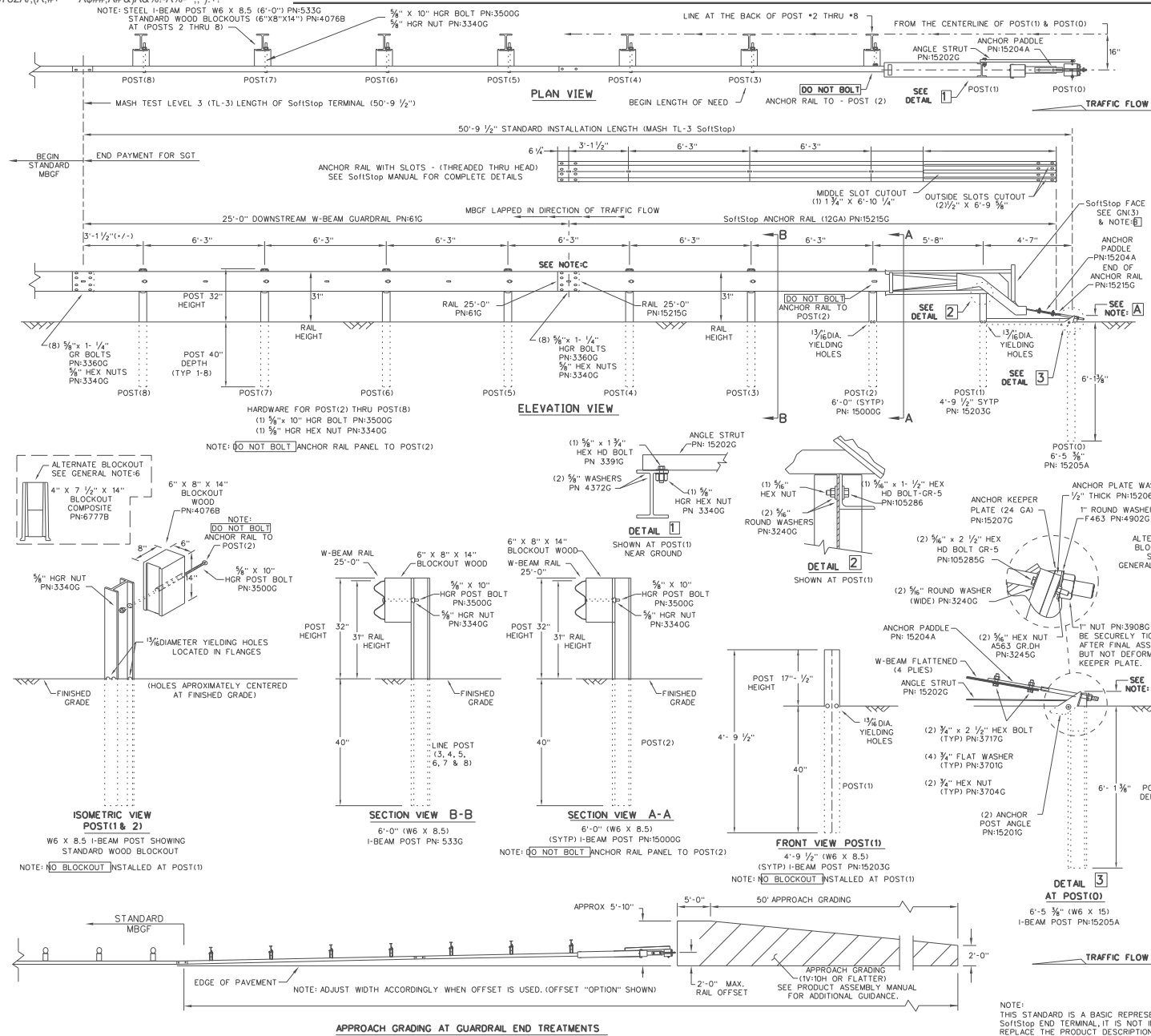


1. THE DETAIL SHOWN IS THE MINIMUM LENGTH OF NEED (LON) FOR A DOWNSTREAM ANCHOR TERMINAL (DAT) CONNECTED TO A CONCRETE RAIL.
2. THE RAIL SECTION AT THE END POST IS SUPPORTED BY THE SHELF ANGLE BRACKET. THE RAIL ELEMENT IS NOT ATTACHED TO THE END POST.
3. THE FOUNDATION TUBES SHALL NOT PROJECT MORE THAN 3 1/4" ABOVE THE FINISHED GRADE.
4. ALL HARDWARE FOR DAT SHALL BE ASTM A307 UNLESS OTHERWISE SHOWN.
5. REFER TO GF(31) SHEET FOR TERMINAL CONNECTION DETAILS.

IF A MOW STRIP IS REQUIRED WITH THE DAT
INSTALLATION THE LEAVE-OUT AREA AROUND THE
STEEL FOUNDATION TUBES AND THE TWO CHANNEL
STRUTS MAY BE OMITTED. THIS WILL REQUIRE A
FULL POUR AT THE FOUNDATION TUBES.

■	(DAT) PARTS LIST	QTY
(1)	STEEL FOUNDATION TUBE	2
(2)	DAT TERMINAL POST	2
(3)	CHANNEL STRUT	2
(4)	TERMINAL RAIL ELEMENT	1
(5)	SHELF ANGLE BRACKET	1
(6)	BCT BEARING PLATE	1
(7)	BCT POST SLEEVE	1
(8)	GUARDRAIL ANCHOR BRACKET	1
(9)	(ROUNDED) W-BEAM END SECTION	1
(10)	BCT CABLE ANCHOR	1
(11)	RECESSED NUT, GUARDRAIL	20
(12)	1 1/4" BUTTON HEAD BOLT	4
(13)	10" BUTTON HEAD BOLT	2
(14)	5/8" X 2" HEX HEAD BOLT	8
(15)	5/8" X 8" HEX HEAD BOLT	4
(16)	5/8" X 10" HEX HEAD BOLT	2
(17)	5/8" FLAT WASHER	18





GENERAL NOTES

1. FOR SPECIFIC INFORMATION REGARDING INSTALLATION AND TECHNICAL GUIDANCE OF THE SYSTEM, CONTACT: TRINITY HIGHWAY AT 18880323-6374.
2525 N. STEMMONS FREEWAY, DALLAS, TX 75207
2. FOR INSTALLATION, REPAIR AND MAINTENANCE REFER TO THE:
SOtIStoP END TERMINAL, PRODUCT DESCRIPTION ASSEMBLY MANUAL, PN-620237B
3. APPLY HIGH INTENSITY REFLECTIVE SHEETING, "OBJECT MARKER" ON THE FRONT FACE OF THE DEVICE PER MANUFACTURER'S RECOMMENDATIONS. OBJECT MARKER SHALL CONFORM TO THE STANDARDS REQUIRED IN TEXAS MUTCD.
4. FOR POST (LEAVE-OUT) INSTALLATION AND GUIDANCE SEE TXDOT'S LATEST ROADWAY MOW STRIP STANDARD.
5. HARDWARE (BOLTS, NUTS, & WASHERS) SHALL BE GALVANIZED IN ACCORDANCE WITH ITEM 445, "GALVANIZING", FITTINGS SHALL BE SUBSIDIARY TO THE BID ITEM.
6. A COMPOSITE MATERIAL BLOCKOUT THAT MEETS THE REQUIREMENTS OF DMS-7210, SHALL BE SUBSTITUTED FOR BLOCKOUTS OF CONCRETE OR DIMENSIONAL CONSTRUCTION DIVISION MATERIAL. PRODUCER LIT (MPL) FOR CERTIFIED PRODUCERS.
7. IF SOLID ROCK IS ENCOUNTERED SEE THE MANUFACTURER'S INSTALLATION MANUAL AND REFER TO THE LATEST ROADWAY MBGF STANDARD FOR INSTALLATION GUIDANCE.
8. POSTS SHALL NOT BE SET IN CONCRETE.
9. IT IS ACCEPTABLE TO INSTALL THE SoftStop IMPACT HEAD PARALLEL TO THE GRADE LINE OR WITH AN UPWARD TILT.
10. DO NOT ATTACH THE SoftStop SYSTEM DIRECTLY TO A RIGID BARRIER.
11. UNDER NO CIRCUMSTANCES SHALL THE GUARDRAIL WITHIN THE SoftStop SYSTEM BE BURIED.
12. A FLARE MADE OF UP TO 25-1/4" MAY BE USED TO PREVENT THE TERMINAL HEAD FROM ENCRoACHING ON THE SHOULDER. THE FLARE MAY BE DECREASED OR ELIMINATED FOR SPECIFIC INSTALLATIONS, IF DIRECTED BY THE ENGINEER.

NOTE-A	THE INSTALLATION HEIGHT OF FULLY ASSEMBLED ANCHOR POST WILL VARY FROM 3'- $\frac{3}{4}$ " MIN. TO 4" MAX. ABOVE FINISHED GRADE.
NOTE-B	PART PN=58518 RIGHT-SIDE (HIGH INTENSITY REFLECTIVE SHEETING) PART PN=58519 LEFT-SIDE (HIGH INTENSITY REFLECTIVE SHEETING)
NOTE-C	W-BEAM SPLICE LOCATED BETWEEN LINE POST(4)AND LINE POST(5) GUARDRAIL PANEL 25'-0" PN=61G ANCHOR RAIL 25'-0" PN=15215G LAP GUARDRAIL IN DIRECTION OF TRAFFIC FLOW.

PART	QTY	MAIN SYSTEM COMPONENTS
6202378	1	PRODUCT DESCRIPTION ASSEMBLY MANUAL (LATEST REV.)
15208A	1	SoftStop™ STOP (SEE MANUAL FOR RIGHT-LEFT APPROACH)
152150	1	SoftStop™ ANCHOR RAIL (12GA) WITH CUTOUT SLOTS
61C	1	SoftStop™ DOWNSTREAM W-BEAM RAIL (12GA) (25'- 0")
152055A	1	POST *0 - (ANCHOR POST (6'- 5 7/8"))
152033C	1	POST *1 - (SYTP (4'- 9 1/2"))
150006	1	POST *2 - (SYTP (6'- 0"))
533C	6	POST *3 THRU *8 - I-BEAM (W6 x 8.5) (6'- 0")
4076B	7	ROUTED - WOOD (ROUTED) (16" x 8" x 14")
6777B	7	BLOCKOUT - COMPOSITE (4" x 7 1/2" x 14")
15204A	1	ANCHOR PADDL
15207G	1	ANCHOR KEEPER PLATE (24 GA)
15206E	1	ANCHOR PLATE WASHER (1/2" THICK)
15201E	2	ANCHOR POST ANGLE (10" LONG)
15202G	1	ANGLE STRUT
HARDWARE		
4902G	1	1" ROUND WASHER F436
3908C	1	1" HEAVY HEX NUT A563 GR.D
3717G	2	3/4" x 2 1/2" HEX BOLT A325
3701G	4	3/4" ROUND WASHER F436
3704G	2	3/4" HEAVY HEX NUT A563 GR.D
3360G	16	5/8" x 1 1/4" W-BEAM RAIL SPLICE BOLTS HGR
3340G	25	5/8" W-BEAM RAIL SPLICE NUTS HGR
3500G	7	5/8" x 10" HGR POST BOLT A307
3391G	1	3/4" x 3/4" HEX HD BOLT A325
4489B	1	3/4" x 9" HEX HD BOLT A325
4372G	4	3/4" WASHER F436
105285G	2	3/4" x 2 1/2" HEX HD BOLT GR-5
105286G	1	3/4" x 1 1/2" HEX HD BOLT GR-5
3240G	6	3/4" ROUND WASHER (WIDE)
3245G	3	3/4" HEX NUT A563 GR.D
5852B	1	HIGH INTENSITY REFLECTIVE SHEETING - SEE NOTE-B



TRINITY HIGHWAY
SOFTSTOP END TERMINAL
MASH - TL-3
SGT(10S)31-16

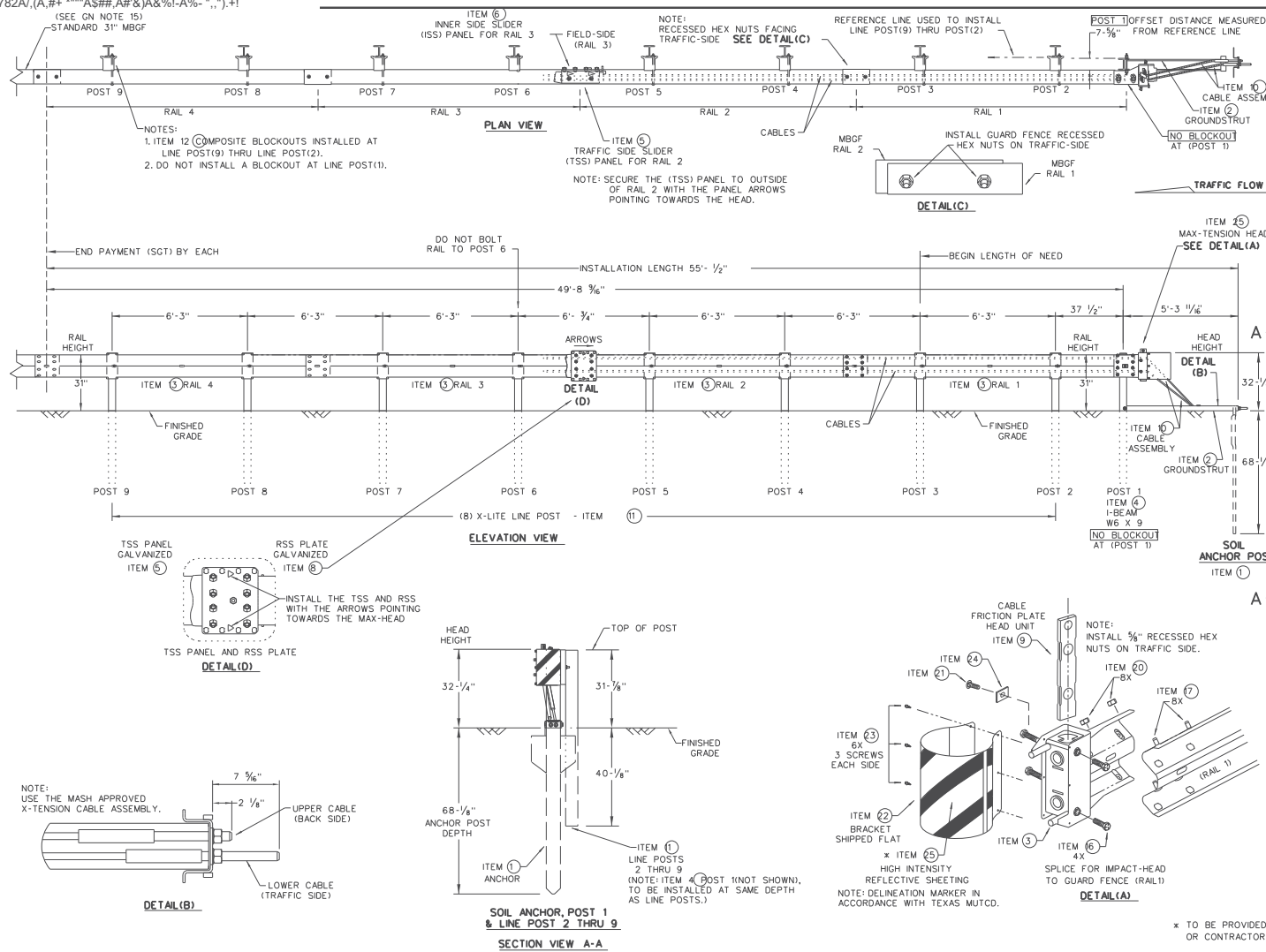
**Design
Division
Standard**

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© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
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		HAYS		36

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GENERAL NOTES

- FOR SPECIFIC INFORMATION REGARDING INSTALLATION AND TECHNICAL GUIDANCE OF THE SYSTEM, CONTACT LINDSAY TRANSPORTATION SOLUTIONS (LTS) - BARRIER SYSTEMS, INC. AT (707) 374-6800
- FOR INSTALLATION, REPAIR, & MAINTENANCE REFER TO THE MAX-TENSION INSTALLATION INSTRUCTION MANUAL, P/N MANMAX REV D (ECN 3516).
- APPLY HIGH INTENSITY REFLECTIVE SHEETING, "OBJECT MARKER" ON THE FRONT FACE OF THE DEVICE PER MANUFACTURER'S RECOMMENDATIONS, OBJECT MARKER SHALL CONFORM TO THE STANDARDS REQUIRED IN TEXAS MUTCD.
- FOR POST (LEAVE-OUT) INSTALLATION AND GUIDANCE SEE TxDOT'S LATEST ROADWAY MOW STRIP STANDARD.
- ALL STEEL COMPONENTS ARE GALVANIZED PER ASTM A123 OR EQUIVALENT UNLESS OTHERWISE STATED.
- SYSTEM SHOWN USING STEEL WIDE FLANGE POST WITH COMPOSITE BLOCKOUTS.
- COMPOSITE MATERIAL BLOCKOUT THAT MEETS THE REQUIREMENTS OF DMS-7210, MAY BE SUBSTITUTED FOR BLOCKOUTS SIMILAR DIMENSIONS. SEE CONSTRUCTION DIVISION MATERIAL PRODUCER LIST (IMPL) FOR CERTIFIED PRODUCERS.
- REFER TO INSTALLATION MANUAL FOR SPECIFIC PANEL LAPPING GUIDANCE.
- IF SOLID ROCK IS ENCOUNTERED SEE THE MANUFACTURER'S INSTALLATION MANUAL FOR INSTALLATION GUIDANCE.
- POSTS SHALL NOT BE SET IN CONCRETE.
- A DRIVING CAP WITH A TIMBER OR PLASTIC INSERT SHALL BE USED WHEN DRIVING POST TO PREVENT DAMAGE TO THE GALVANIZING ON TOP OF THE POST.
- MAX-TENSION SYSTEM SHALL NEVER BE INSTALLED WITHIN A CURVED SECTION OF GUARDRAIL.
- IF A DELINEATION MARKER IS REQUIRED, MARKER SHALL BE IN ACCORDANCE WITH TEXAS MUTCD.
- THE SYSTEM IS SHOWN WITH 12'-6" MBGF PANELS, 25'-0" MBGF PANELS ARE ALSO ALLOWED.
- A MINIMUM OF 12'-6" OF 12GA MBGF IS REQUIRED IMMEDIATELY DOWNSTREAM OF THE MAX-TENSION SYSTEM.

ITEM #	PART NUMBER	DESCRIPTION	QTY
1	BSI-1610060-00	SOIL ANCHOR - GALVANIZED	1
2	BSI-1610061-00	GROUND STRUT - GALVANIZED	1
3	BSI-1610062-00	MAX-TENSION IMPACT HEAD	1
4	BSI-1610063-00	W6x9 I-BEAM POST 6FT., GALVANIZED	1
5	BSI-1610064-00	TSS PANEL - TRAFFIC SIDE SLIDER	1
6	BSI-1610065-00	ISS PANEL - INNER SIDE SLIDER	1
7	BSI-1610066-00	TOOTH - GEOMET	1
8	BSI-1610067-00	RSS PLATE - REAR SIDE SLIDER	1
9	B061058	CABLE FRICTION PLATE - HEAD UNIT	1
10	BSI-1610069-00	CABLE ASSEMBLY - MASH X-TENSION	2
11	BSI-1012078-00	X-LITE LINE POST-GALVANIZED	8
12	B090534	8" W-BEAM COMPOSITE-BLOCKOUT XT110	8
13	BSI-4004386	12'-6" W-BEAM GUARD FENCE PANELS 12GA.	4
14	BSI-1102027-00	X-LITE SQUARE WASHER	1
15	BSI-2001886	$\frac{3}{4}$ " X 7" THREAD BOLT HH (GR.5)GEOMET	1
16	BSI-2001885	$\frac{3}{4}$ " X 3" ALL-THREAD BOLT HH (GR.5)GEOMET	4
17	4001115	$\frac{5}{8}$ " X 1 $\frac{1}{4}$ " GUARD FENCE BOLTS (GR.2)MGAL	48
18	2001840	$\frac{5}{8}$ " X 10" GUARD FENCE BOLTS MGAL	8
19	2001636	$\frac{5}{8}$ " WASHER F436 STRUCTURAL MGAL	2
20	4001116	$\frac{5}{8}$ " RECESSED GUARD FENCE NUT (GR.2)MGAL	59
21	BSI-2001888	$\frac{5}{8}$ " X 2" ALL THREAD BOLT (GR.5)GEOMET	1
22	BSI-1701063-00	DELINEATION MOUNTING (BRACKET)	1
23	BSI-2001887	$\frac{1}{4}$ " X $\frac{3}{4}$ " SCREW SD HH 410SS	7
24	4002051	GUARDRAIL WASHER RECT AASHTO FWR03	1
25	SEE NOTE BELOW	HIGH INTENSITY REFLECTIVE SHEETING	1
26	4002337	8" W-BEAM TIMBER-BLOCKOUT, PDB01B	8
27	BSI-4004431	25' W-BEAM GUARDRAIL PANEL, 8-SPACE, 12GA.	2
28	MANMAX Rev(D)	MAX-TENSION INSTALLATION INSTRUCTIONS	1

x TO BE PROVIDED BY DISTRIBUTOR OR CONTRACTOR.

x x ALTERNATIVE ITEMS NOT SHOWN. ITEM(26) 8" WOOD-BLOCKOUTS ITEM(27) 25' GUARD FENCE PANELS



MAX-TENSION END TERMINAL MASH - TL-3

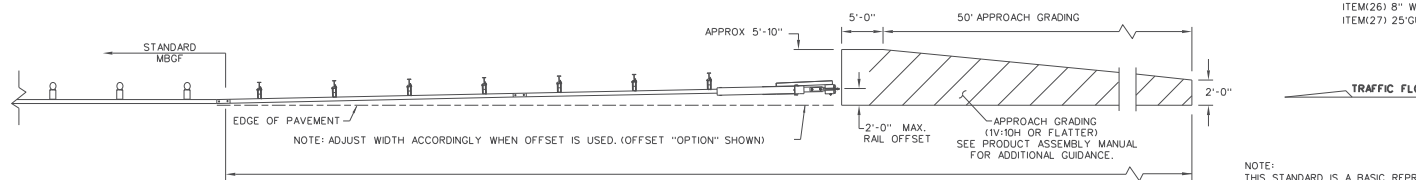
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REVISIONS				RSL
DIST		COUNTY		SHEET NO.
		HAYS		37

NOTE: THIS STANDARD IS A BASIC REPRESENTATION OF THE MAX-TENSION END TERMINAL, IT IS NOT INTENDED TO REPLACE THE PRODUCT DESCRIPTION ASSEMBLY MANUAL.

NOTE: TxDOT GENERIC APPROACH GRADING LAYOUT USED FOR ALL TANGENT TYPE END TREATMENTS.

APPROACH GRADING AT GUARDRAIL END TREATMENTS

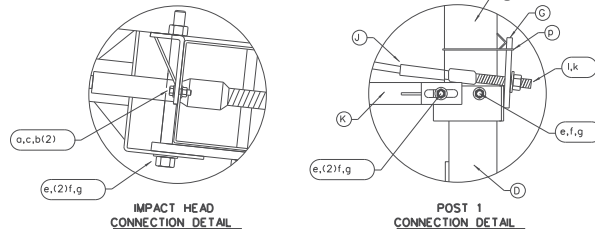
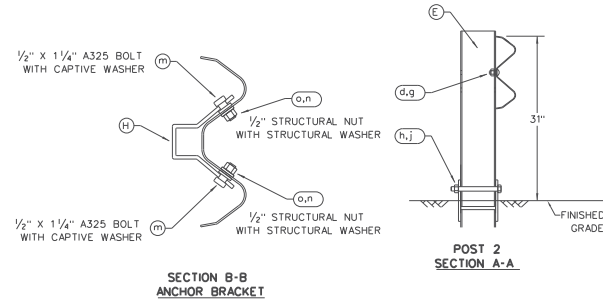
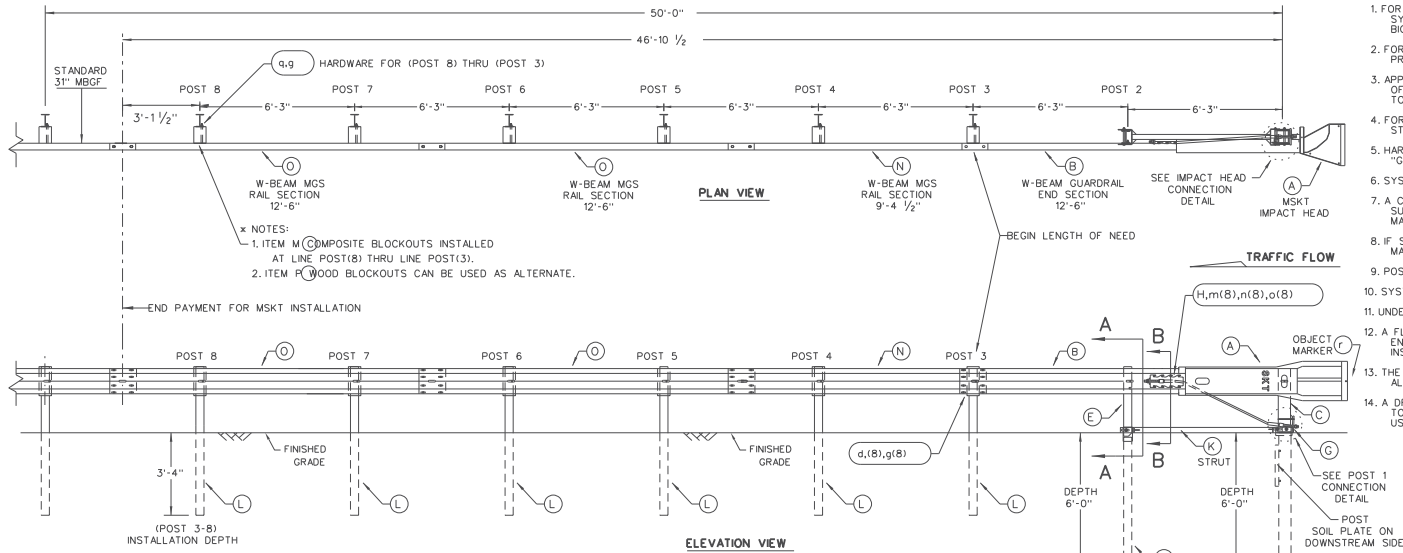


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ALTERNATIVE ITEMS NOT SHOWN.
x ITEM(P) 8" WOOD-BLOCKOUT
x x ITEM(Q) 25' GUARD FENCE PANEL

SEE NOTES: x

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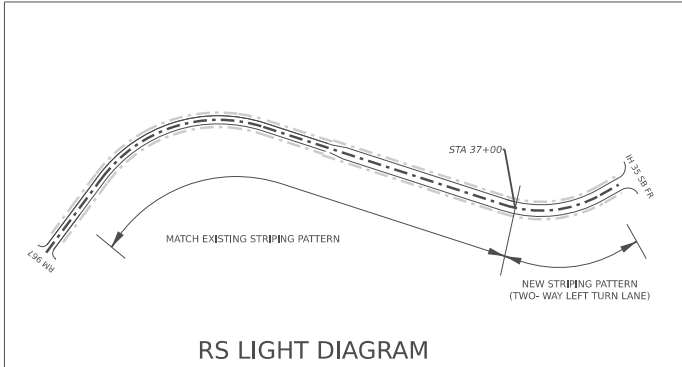
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PLAN
SECTION
DETAIL
ELEVATION
GENERAL NOTES



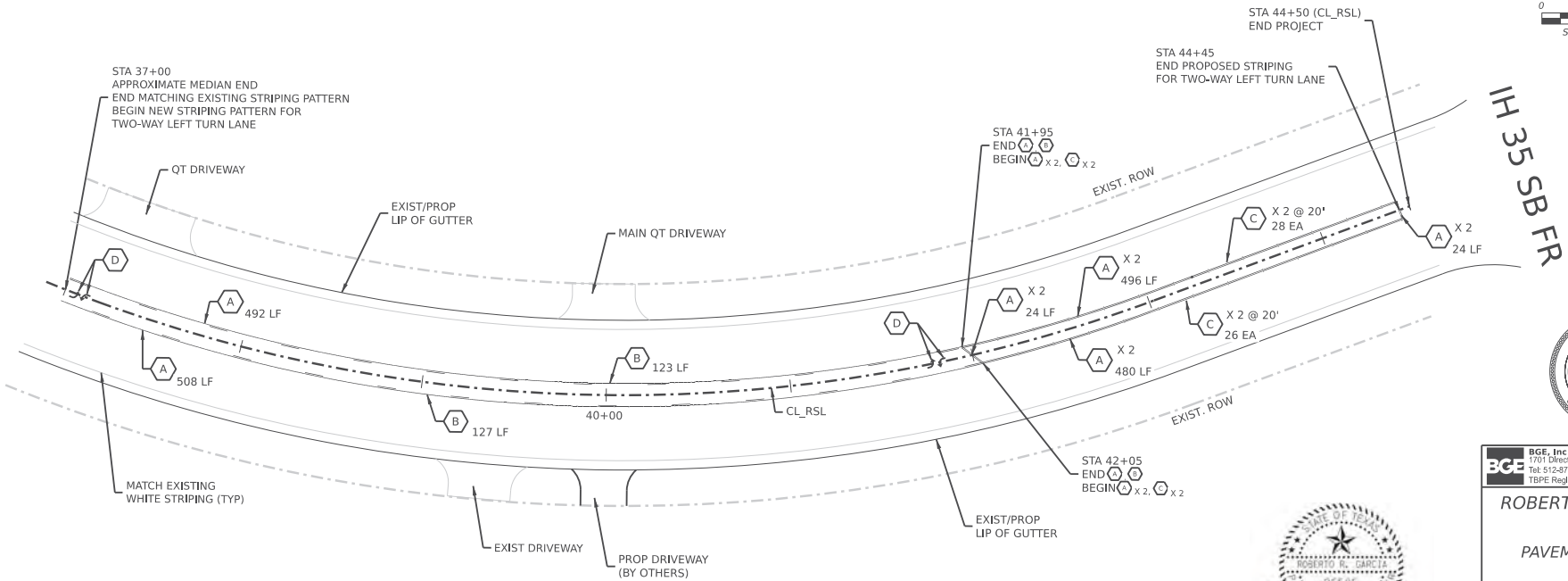
RS LIGHT DIAGRAM

LEGEND

(A)	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)
(B)	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)
(C)	REFL PAV MRKR TY II-A-A
(D)	REFL PAV MRK TY I (W)(ARROW)(100MIL)

NOTES:

1. SEE PM(3)-20 FOR ADDITIONAL DETAILS.
2. MATCH EXISTING PAVEMENT MARKING PATTERN FROM BEGIN PROJECT TO STA 37+00.
3. SHEET QUANTITIES ONLY APPLY FOR STA 37+00 TO PROJECT END.
4. FROM STA 37+00 TO PROJECT END, MATCH EXISTING WHITE STRIPING



IH 35 SB FR



BGE, Inc.
1701 Directors Blvd., Suite 1000, Austin, TX 78744
Tel: 512-879-0400 • www.bgeinc.com
TSPPE Registration No. F-1046

ROBERT S. LIGHT BLVD

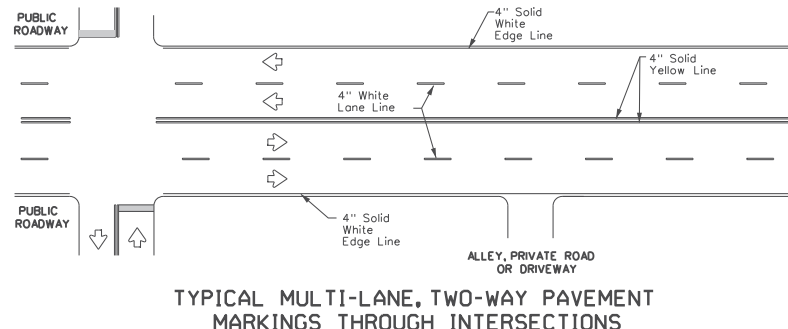
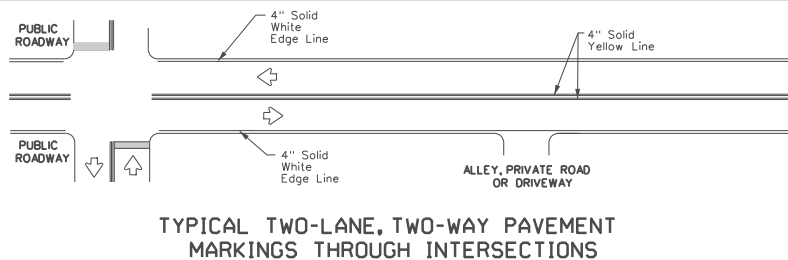
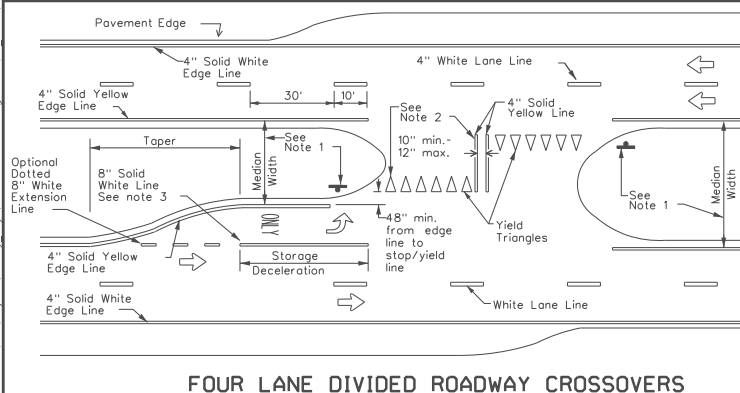
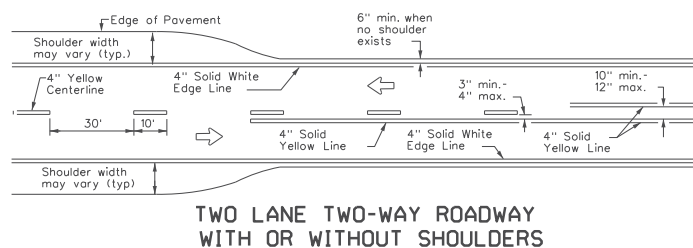
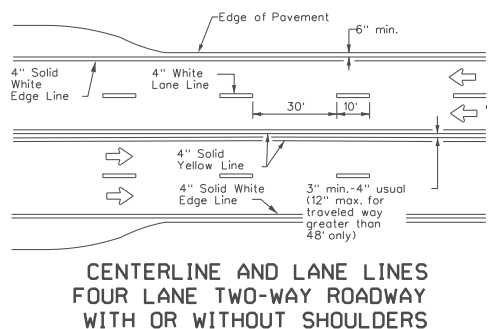
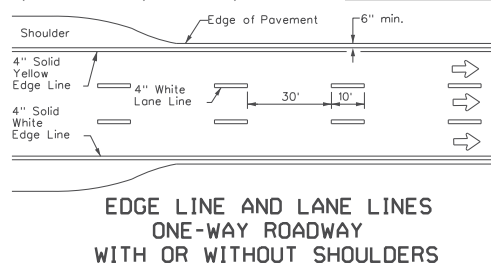
PAVEMENT MARKING
DETAIL

DESIGNED BY:		SHEET 1 OF 1
DRAWN BY:		
CHECKED BY:		39
APPROVED BY:		



1/25/2023

DATE: 1/25/2023 2:08:29 PM
FILE: G:\TXC\Projects\County_Hays\1788-00 Robert S Light Blvd\03 CAD\01 SHS\08-SPMD\RSI-SPMD.dgn



YIELD LINES

NOTES

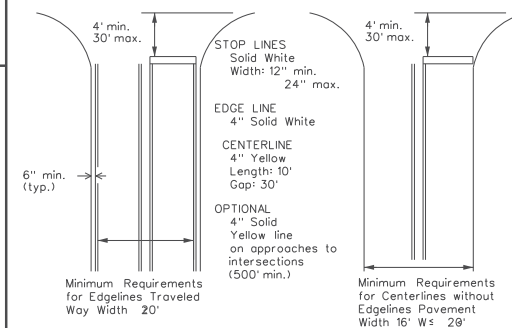
1. Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs are optional as determined by the Engineer.
2. Install median striping (double yellow centerlines and stop bars/yield triangles) when a 50' or greater median centerline can be placed. Stop bars shall only be used with stop signs. Yield triangles shall only be used with yield signs.
3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

GENERAL NOTES

1. Edgeline string shall be as shown in the plans or as directed by the Engineer. The edgeline should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement leveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to the inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-420
EPOXY AND ADHESIVES	DMS-610C
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-613C
TRAFFIC PAINT	DMS-820
HOT APPLIED THERMOPLASTIC	DMS-822
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-824

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths
for Undivided Highways



Texas Department of Transportation

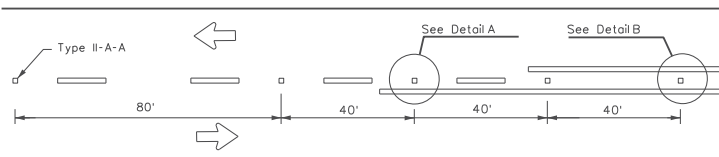
Traffic
Safety
Division
Standard

TYPICAL STANDARD PAVEMENT MARKINGS

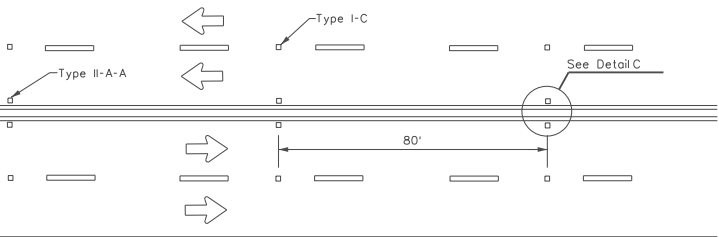
PM(1)-20

FILE:	pm1-20.dgn	CON:	CK:	DW:	CK:
© TxDOT November 1978	CONT	SECT	JOB	HIGHWAY	
8-95 3-03 REVISIONS	C	S	J	RSL	
5-00 2-12	DIST	COUNTY			SHEET
8-00 6-20	DST	HAYS			40

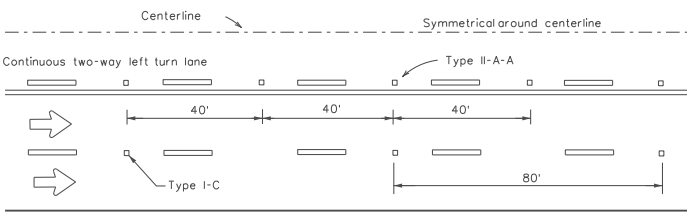
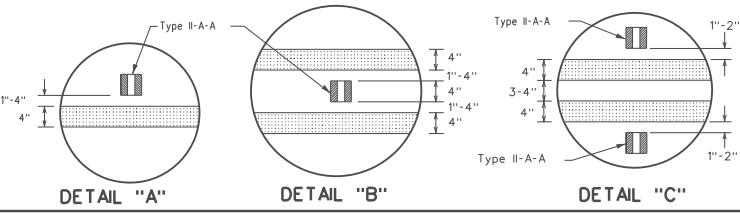
REFLECTIVE RAISED PAVEMENT MARKERS
FOR VEHICLE POSITIONING GUIDANCE



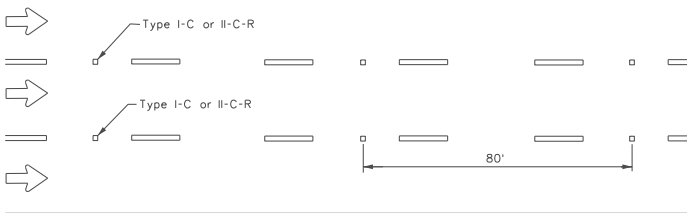
CENTERLINE FOR ALL TWO LANE ROADWAYS



CENTERLINE & LANE LINES
FOR FOUR LANE TWO-WAY HIGHWAYS



CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE

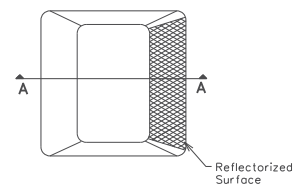


LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

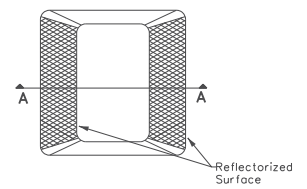
Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

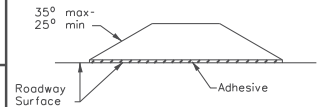
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS



POSITION GUIDANCE USING
RAISED MARKERS
REFLECTORIZED PROFILE
MARKINGS
PM(2)-20

FILE: pm2-20.dgn	DATE: 04/19/77	CONTRACT: C	SECTION: S	JOB: J	HIGHWAY: RSL
4-92 2-10	REVISIONS	DIST: DST	COUNTY: HAYS	SHEET NO. 41	

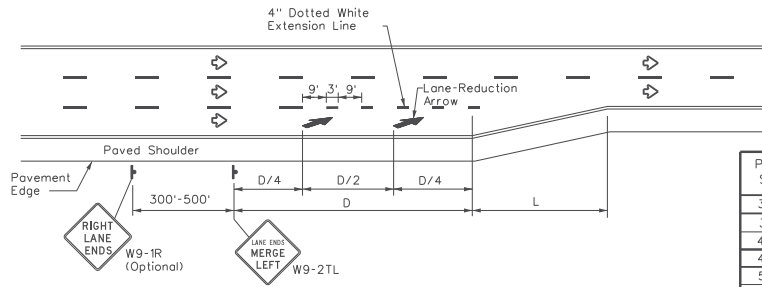
DSC: JAMES: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: 1/25/2023 2:09:02 PM
FILE: G:\TXC\Projects\County-Hays\9788-00 Robert S Light ORD\03 CAD\0103_Sht0103-RDWN\Std\pm20\03.dgn

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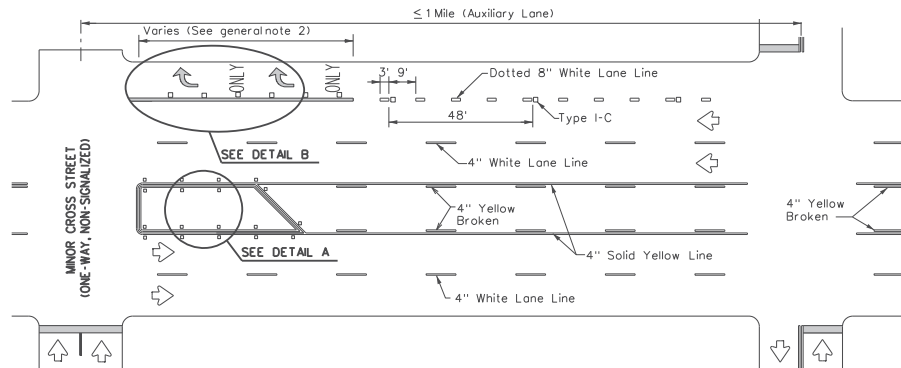
DSC: JMBR:
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DATE: 1/25/2023 2:09:14 PM
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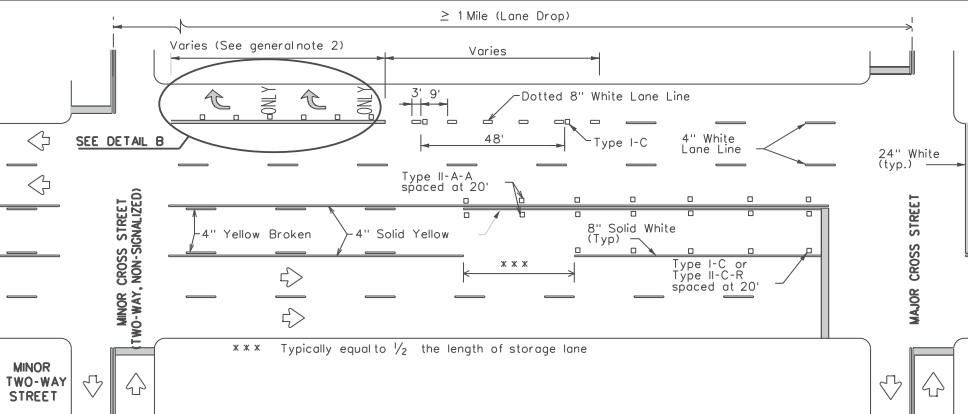


Posted Speed	D (ft)	L (ft)
30 MPH	460	$L = WS^2 / 60$
35 MPH	565	
40 MPH	670	
45 MPH	775	L-WS
50 MPH	885	
55 MPH	990	
60 MPH	1,100	
65 MPH	1,200	
70 MPH	1,250	
75 MPH	1,350	

LANE REDUCTION



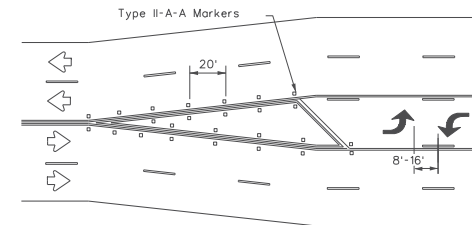
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP

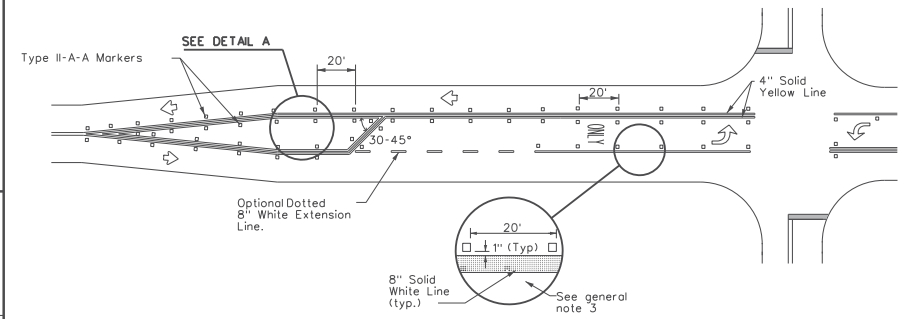
NOTES

- Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of on-street parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TS2(PL) standard sheets.
- On divided highways, an additional W9-1R "RIGHT LANE ENDS" sign may be installed in the median aligned with the W9-1R sign on the right side of the highway.
- Lane reduction arrows are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
- For lane reductions on Freeways and Expressways, signing shall conform to the TxDOT Freeway Signing Handbook.

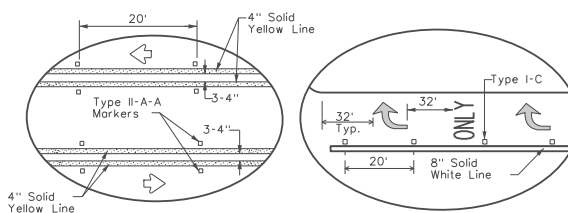


A two-way left-turn (TWLTL) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS



DETAIL A

DETAIL B

GENERAL NOTES

- Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
- When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
- Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
- Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Traffic
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Standard

TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS PM(3)-20

FILE: pm3-20.dgn	DATE: 01/25/2023	BY: JMBR	CHECKED: JMBR
© TxDOT April 1998	CONT: C	SECT: S	JOB: J
REVISIONS	DIST: HAYS	COUNTY: HAYS	HSR: RSL
8-00 2-12			
3-03 6-20			
22C			SHEET NO. 42

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FILE: G:\TXC\Projects\County_Hays\9788-00 Robert S Light DRD\03-CADD\01-Sheets\14-ENV\RSL-epic.dgn

I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 150000: Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

1. N/A

2.

☐ No Action Required ☒ Required Action

Action No.

1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000

2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.

3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.

4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

☐ No Permit Required

☒ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)

☐ Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)

☐ Individual 404 Permit Required

☐ Other Nationwide Permit Required: NWP# _____

Required Actions: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

1. UNNAMED TRIBUTARY

2. UNNAMED TRIBUTARY

3.

4.

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

Best Management Practices:

Erosion

☐ Temporary Vegetation

☐ Blankets/Matting

☐ Mulch

☐ Sodding

☐ Interceptor Swale

☐ Diversion Dike

☐ Erosion Control Compost

☐ Mulch Filter Berm and Socks

☐ Compost Filter Berm and Socks

Sedimentation

☒ Silt Fence

☐ Rock Berm

☐ Triangular Filter Dike

☐ Sand Bag Berm

☐ Straw Bale Dike

☐ Brush Berms

☐ Erosion Control Compost

☐ Mulch Filter Berm and Socks

☐ Compost Filter Berm and Socks

☐ Stone Outlet Sediment Traps

☐ Sediment Basins

Post-Construction TSS

☐ Vegetative Filter Strips

☐ Retention/Irrigation Systems

☐ Extended Detention Basin

☐ Constructed Wetlands

☐ Wet Basin

☐ Erosion Control Compost

☐ Mulch Filter Berm and Socks

☐ Compost Filter Berm and Socks

☒ Vegetation Lined Ditches (Seeding)

☐ Sand Filter Systems

☐ Grassy Swales

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

☒ No Action Required

☐ Required Action

Action No.

1.

2.

3.

4.

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical.

Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

☐ No Action Required

☒ Required Action

Action No.

1. During construction, efforts would be taken to avoid and minimize disturbance of vegetation and soils. Areas within the existing ROW, but outside the limits of construction, would not be disturbed. Every effort would be made to preserve trees where they would neither compromise safety nor substantially interfere with the proposed project.

2. The use of any non-native plant species in revegetation will be discouraged.

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

☐ No Action Required

☒ Required Action

Action No.

1. Migratory Bird Treaty Act: Between October 1 and February 15, the contractor will remove all old migratory bird nests from any structure that would be affected by the proposed project, and complete any bridge work/demolition and/or vegetation clearing. In addition, the contractor would be prepared to prevent migratory birds from building nests by utilizing nest prevention methods, such as bird-deterrent netting and bird-repelling sprays and/or gels, between February 15 and October 1. In the event that migratory birds are encountered on-site during project construction, adverse impacts on protected birds, active nests, eggs, and/or young would be avoided.

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

LIST OF ABBREVIATIONS

BMP: Best Management Practice	SPCC: Spill Prevention Control and Countermeasure
COP: Construction on General Permit	SWP: Storm Water Pollution Prevention Plan
DS-S: Texas Department of State Health Services	PCN: Pre-Construction Notification
FHWA: Federal Highway Administration	PSL: Project Specific Location
MOA: Memorandum of Understanding	TCEQ: Texas Commission on Environmental Quality
MS4: Municipal Separate Stormwater Sewer System	TDES: Texas Pollutant Discharge Elimination System
MTBA: Migratory Bird Treaty Act	TPWD: Texas Parks and Wildlife Department
NOI: Notice of Termination	TxDOT: Texas Department of Transportation
NWP: Nationwide Permit	T&E: Threatened and Endangered Species
NO: Notice of Intent	USACE: U.S. Army Corps of Engineers
	USFWS: U.S. Fish and Wildlife Service

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used. Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labeling as required by the Act. Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

- Dead or distressed vegetation (not identified as normal)
- Trash, piles, drums, canister, barrels, etc.
- Undesirable smells or odors
- Evidence of leaching or seepage of substances

Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

☐ Yes

☒ No

If "No", then no further action is required.

If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection.

Are the results of the asbestos inspection positive (is asbestos present)?

☐ Yes

☐ No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

☒ No Action Required

☐ Required Action

Action No.

1.

2.

3.

VII. OTHER ENVIRONMENTAL ISSUES

(includes regional issues such as Edwards Aquifer District, etc.)

☐ No Action Required

☒ Required Action

Action No.

1. FEMA Flood Plain Notification: The project is located in a Federal Emergency Management Area (FEMA) designated 100-year floodplain. The hydraulic design for this project would be in accordance with current FHWA and TxDOT design policies. The facility would permit the conveyance of the 100-year flood, inundation of the roadway being acceptable, without causing significant damage to the facility, stream or other property. The proposed project would not increase the base flood elevation to a level that would violate applicable floodplain regulations and ordinances. Coordination with the local Floodplain Administration will be required.

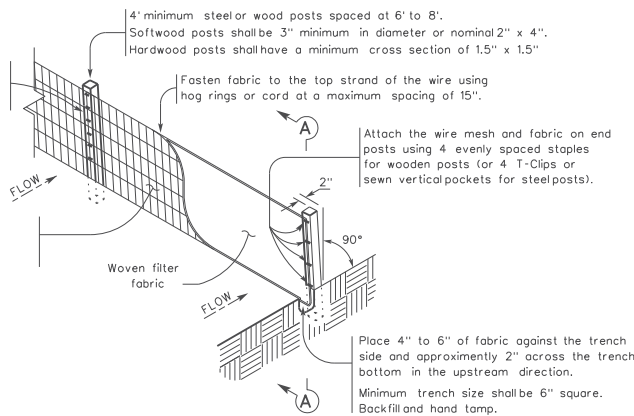


1/25/2023

		Design Division Standard	
ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS			
EPIC			
FILE: epic.dgn	DN: TxDOT	CR: RC	DN: VP
© TxDOT: February 2015	CONT	SECT	JOB
12-12-2011 (DS)	REVISIONS		RSL
05-07-14 ADDED NOTE SECTION 14	DIST	COUNTY	SHEET NO.
05-23-2015 SECTION 14 CHANGED ITEM 102 TO ITEM 506, ADDED GRASSY SWALES.	HAYS		43

Connect the ends of the successive reinforcement sheets or rolls a minimum of 6 times with hog rings.

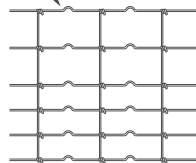
Galvanized welded wire mesh (W.W.M.) (12.5 GA. SWG Min.) with a maximum opening size of 2"x 4" or Woven Mesh (W.M.) (See woven mesh option detail)



TEMPORARY SEDIMENT CONTROL FENCE

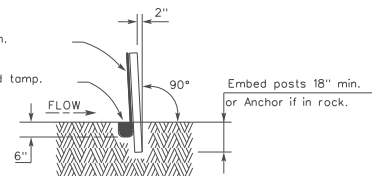
SCF

Top of Fence



Filter fabric 3' min. width.

Backfill & hand tamp.



SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

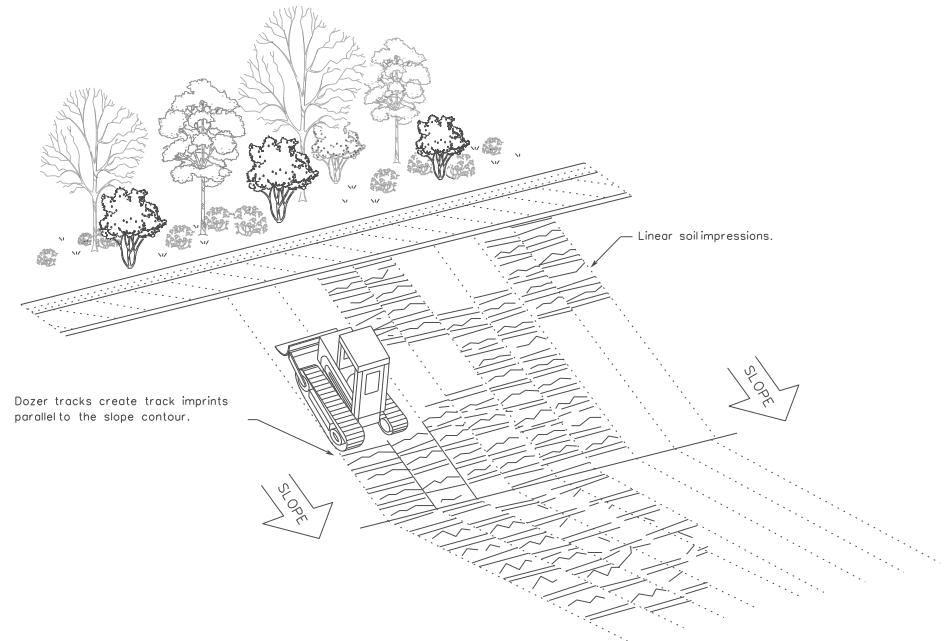
LEGEND

Sediment Control Fence


SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continuous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.

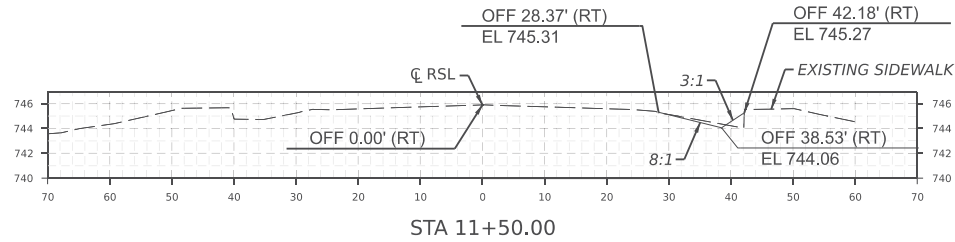
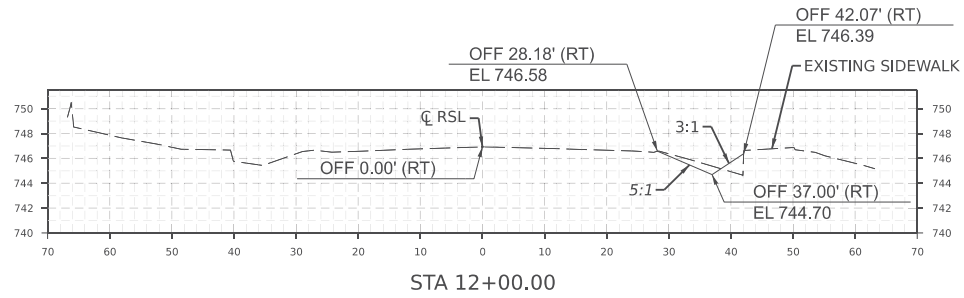


VERTICAL TRACKING

 Texas Department of Transportation				Design Division Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING EC(1)-16					
FILE: ec116	DN: TxDOT	CR: KM	DN: VP	DN: CR: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
REVISIONS	C	S	J	RSL	
	DIST	COUNTY		SHEET NO.	
	DST	HAYS		44	

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PLAN
SECTION
DETAIL
CROSS SECTION
ELEVATION



NOTES:
1. FOR THIS PROJECT, THE MILL AND OVERLAY WILL MATCH EXISTING ELEVATIONS AND DIMENSIONS. THESE CROSS-SECTIONS ARE INTENDED TO DESCRIBE THE DITCH RE-GRADE.

DATE: 1/25/2023 2:10:02 PM
FILE: G:\TXC\Projects\County_Hays\9788-00 Robert S Light ORD\03 CADD\01 SHS\17-XS\RSI_MOTIF_XS.dgn

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SCALE: 1" = 20' H
1" = 10' V

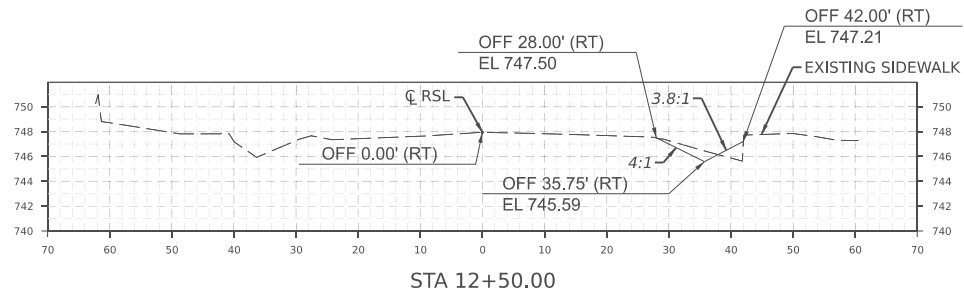
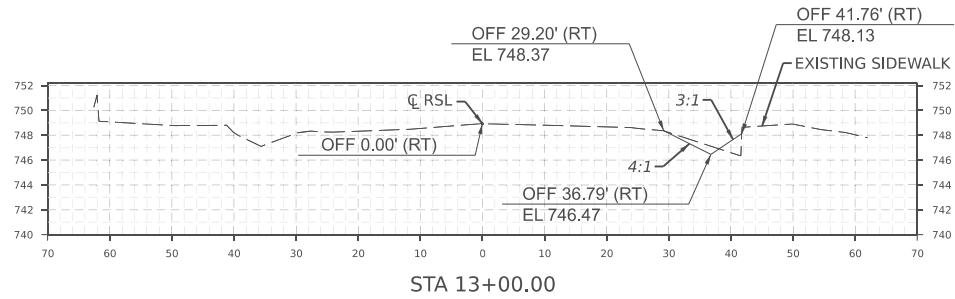


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TBPB Registration No. F-1046

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PLAN
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ELEVATION



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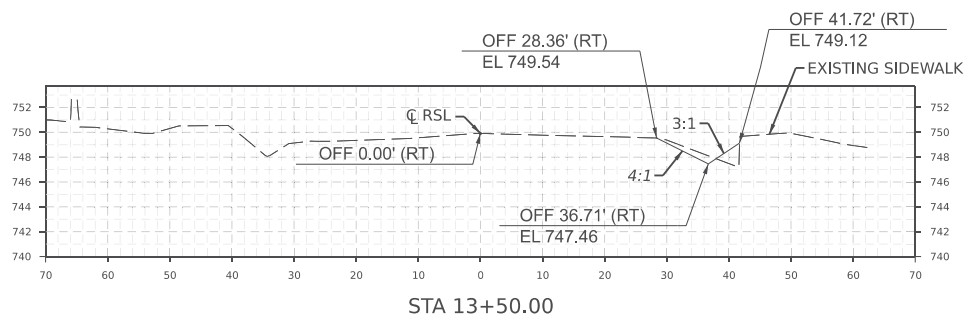
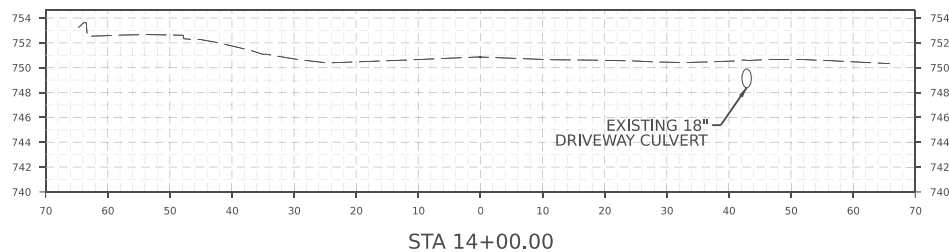
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PLAN
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DITCH RE-GRADE.



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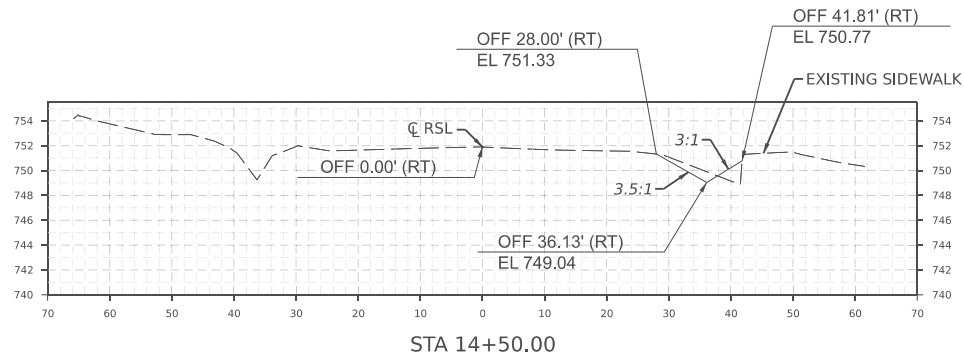
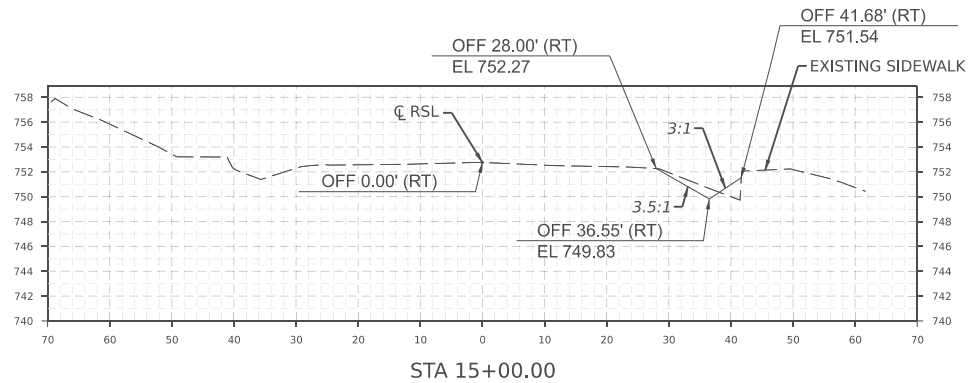


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PLAN
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CROSS SECTION



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DATE: 1/25/2023 2:10:03 PM
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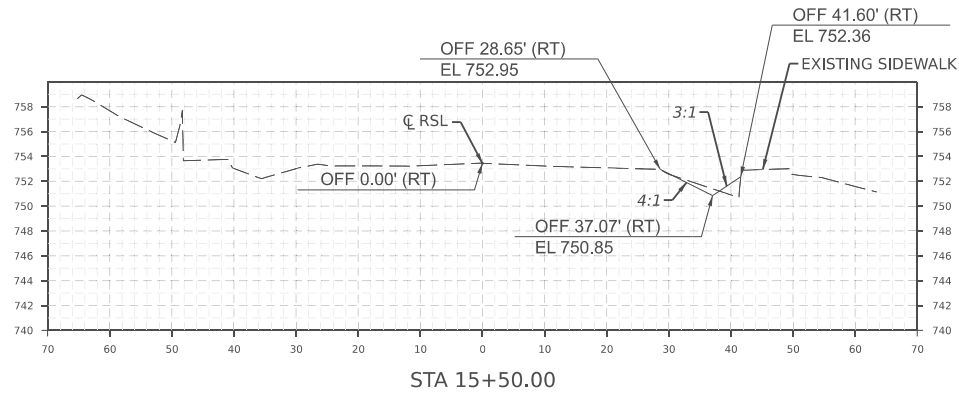
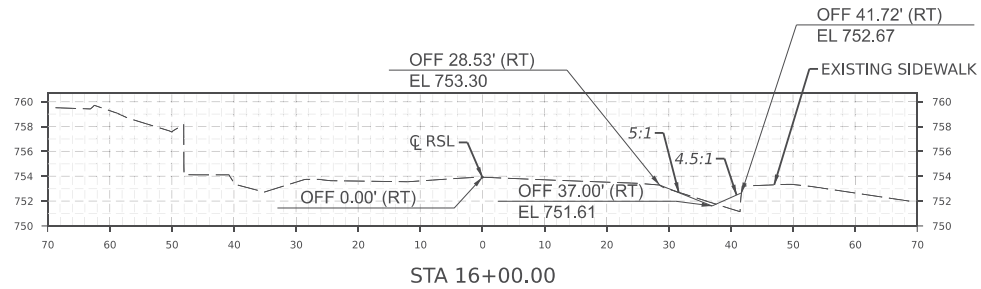


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PLAN
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CROSS
SECTION



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DATE: 1/25/2023 2:10:03 PM
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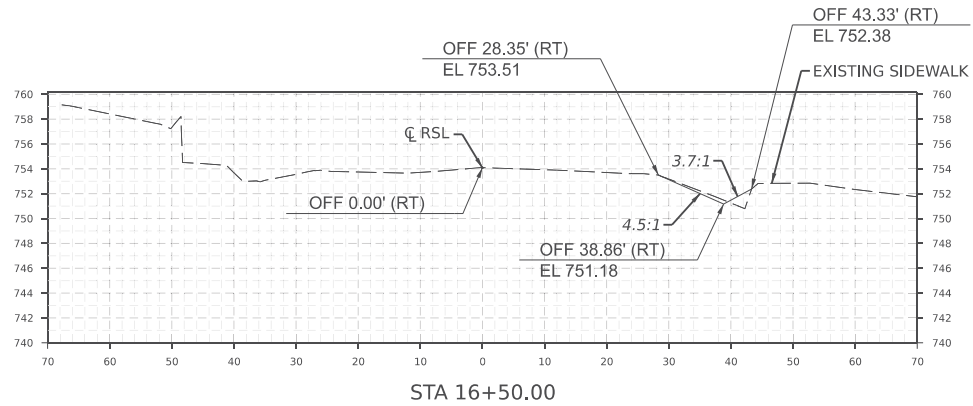
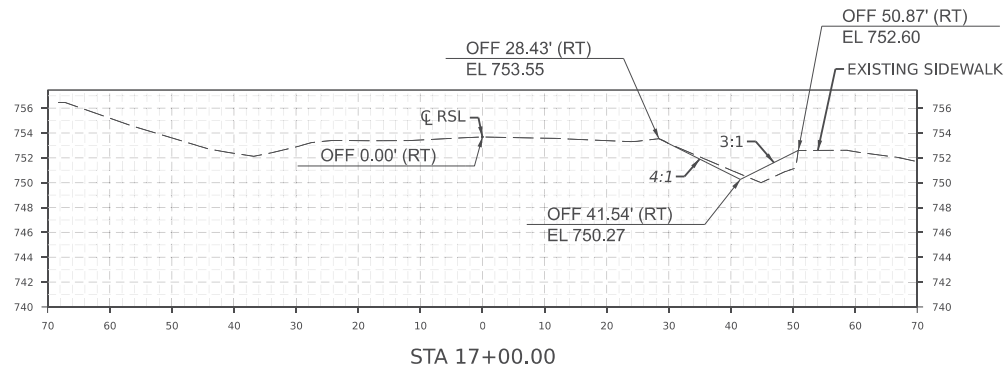


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TBPB Registration No. F-1046

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PLAN
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SECTION



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Hays County Commissioners Court

Date: 01/31/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the execution of a resolution and the acceptance of a renewal grant award from the Texas Indigent Defense Commission (TIDC) for the FY23 Improvement Grant Program in the amount of \$41,806.00. **SHELL/T.CRUMLEY**

Summary:

This is a renewal grant from the Texas Indigent Defense Commission (TIDC) to provide funds for an Indigent Defense Coordinator. This grant-funded position is to assist with the County's appointment process and provide documentation that the court is in compliance with the Fair Defense Act. The contract for the first year of funding was approved in court on October 15, 2019. This will be the fourth year of funding for this grant.

Total proposed costs: \$167,223

TIDC Funds: \$41,806

County funds: \$125,417

Grant period: 10/1/2022-9/30-2023

Grant Number: 212-23-C10

Fiscal Impact:

Amount Requested: \$125,417

Line Item Number: 001-899-99-125]

Budget Office:

Source of Funds: TIDC Grant Funds, General Fund

Budget Amendment Required Y/N?: No

Comments: A grant adjustment will be requested to reduce the FTE's to 1, reducing the total grant award and required cash match.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: TIDC Indigent Defense Coordinator Expenses

New Revenue Y/N?: N/A

Comments:

Attachments

Statement of Grant Award
Resolution



October 1, 2022

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Nicole Collier
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Gonzalo Rios
Honorable Missy Medary
Honorable Valerie Covey

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

The Honorable Ruben Becerra
Hays County Judge
Via E-mail: judge.becerra@co.hays.tx.us

RE: FY2023 Statement of Improvement Grant Award – Grant #: 212-23-C10

Dear Judge Becerra:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hays County a **FY2023 Continued Multi-Year Improvement Grant** in the amount of **\$41,806** for the **Indigent Defense Coordinator program**. Your Statement of Grant Award for fiscal year 2023 is attached. Please sign, scan, and return via e-mail the Statement of Grant Award to **Edwin Colfax** at ecolfax@tidc.texas.gov. You do not need to mail a copy.

Congratulations to Hays County on taking the lead in Texas by developing and continuing this new indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission Director of Grant Funding at (512) 463-2508.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Copy: Marisol Alonzo, Hays County Auditor, marisol.alonzo@co.hays.tx.us
Steve Thomas, steve.thomas@co.hays.tx.us

Texas Indigent Defense Commission
209 West 14th Street, Room 202 • Austin, Texas 78701
www.tidc.texas.gov
Phone: 512.936.6994 • Fax: 512.463.5724



Statement of Grant Award FY2023 Improvement Grant

Grant Number: 212-23-C10
Grantee Name: Hays County
Program Title: Indigent Defense Coordinator Program
Grant Period: 10/1/2022-9/30/2023
Grant Award: **\$41,806**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Salaries (Total Number of FTEs: 2)	\$113,966
2) Fringe Benefits	\$48,457
3) Travel and Training	\$1,700
4) Equipment	0
5) Supplies	\$3,100
6) Contract Services	0
7) Indirect Costs	0
Total Proposed Costs	\$167,223
Less Cash from Other Sources- County Match	\$125,417
Total Amount Funded by Commission	\$41,806

Standard Grant Conditions:

- The authorized official for the grantee must accept the grant award by signing below.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2022, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A, which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award if necessary and submit it to the Commission by November 1, 2022.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (please print)

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- The budget appearing in this Statement of Grant Award is based on costs for one year. The intended funding plan is to provide reimbursement of 80 percent of eligible program costs in the first year, 60 percent in the second year, 40 percent in the third year, and 20 percent in the fourth and final year of Commission support. If the County has a delayed start, the County may request that the grant term or future year awards be adjusted to fulfill the 48 months of the funding plan described above. The county must submit a continuing grant renewal request for each fiscal year as described in the annual Improvement Grant Request for Applications.
- Indigent Defense Coordinators (IDCs) are dedicated to improving the appointment process and providing documentation that a county is in compliance with the Fair Defense Act. IDCs have reduced administrative time that judges must devote to indigent defense activities. They can also enhance processes for fair, neutral and non-discriminatory appointment practices. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. **IDCs are not to be confused with court administrators, secretaries, or court docket managers.**
- This grant requires quarterly progress reports to provide information on the operation of the program. The Commission grant manager will create an online progress report to document the work performed in this program. The County may request modifications to the online report when the report items do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County will submit quarterly expenditure reports to obtain reimbursement of the scheduled percentage of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County or its designee must provide to TIDC staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted.
- Requests to revise the scope, target, or focus of the project, or substantively alter project activities require advance written approval from TIDC.
- Budget adjustments consisting of reallocations of funds among or within budget categories in excess of \$10,000 or ten percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission.
- Equipment costs listed in the first-year start-up budget will not be carried forward into subsequent years of funding.
- The County must develop and submit to the Commission a process for handling complaints about attorneys. This should include collection and review of complaints by the Indigent Defense Coordinator as well as communication of the complaints with the judges. The process must be **submitted with the first progress report after the coordinator is hired.**

Grant Application Follows

Indigent Defense Coordinator Program**FY2020 Hays County Menu Option Discretionary Grant**

Application Submitted by Lindsay McClune at 8/7/2019 10:45:22 AM

The Discretionary Grant Application Confirmation Number is D202010520190807.

[Official Requests for Applications \(RFA\) Notice on Texas Indigent Defense Commission website](#)

(If a conflict exists between this webpage and the RFA, the RFA prevails.)

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

Confirmation Number **D202010520190807**State Payee Identification number **Official County Mailing Address**Address (line 1) Address (line 2 if needed) City State ZIP **Program Title: Hays County County Indigent Defense Coordinator Program****Allowable Uses:**

Hays County agrees to implement the Indigent Defense Coordinator program to improve the county's appointment process and to provide documentation that a county is in compliance with the Fair Defense Act. IDCs reduce administrative time of judges spent on appointments. [County] County agrees to use the IDC to enhance processes to ensure that appointment practices are fair, neutral and non-discriminatory. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs.

Required Program Elements:

Hays County Agrees to the Following Required Program Elements (You must agree to all by checking each of the required program elements to receive an award.)

- ☒ Must perform all appointments (in and out of court) as the designee of the judge or judges
- ☒ Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments
- ☒ Must report summary of appointment data to judges at least monthly
- ☒ Must manage the graduated list of court appointed attorneys for judges and receive applications for advancements or adjustments as higher qualifications are met by attorneys
- ☒ Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules
- ☒ Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval
- ☒ Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts
- ☒ Report directly to the judges (rural) or board of judges (mid-size or urban)
- ☒ Develop procedures to track attorney contact with client, which includes tracking, investigating and reporting allegations of attorneys not meeting their clients within statutory or plan requirements
- ☒ Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (urban)



County Judge Ruben Becerra
DIRECTOR

August 18, 2021

Texas Indigent Defense Commission
209 West 14th St.
Room 202
Austin, TX 78701

To Whom It May Concern:

Hays County is requesting additional funds to support an assistant Indigent Defense Coordinator, to help fulfill the purpose of the Hays County Indigent Defense Office to improve the delivery of indigent defense services to the citizens of Hays County, by providing attorney appointments and high-quality representation to each indigent person.

The Indigent Defense Coordinator is utilized to enhance processes to ensure that appointment practices are fair, neutral, and non-discriminatory. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. Hays County hired the first Indigent Defense Coordinator on February 4, 2020.

Within the first month of hiring the Indigent Defense Coordinator, 406 individuals were screened for indigence. In the first quarter of 2021, the IDC screened a total of 1,288 individuals for indigence, of those individuals who were screened, 863 individuals were determined indigent. On average, the IDC screens a total of 1,011 individuals each quarter for indigent status. Of those who are screened, on average 641 are determined indigent. The IDC has also made, on average, 91 appointments in court per quarter and 155 appointments out of court per quarter. Due to the high inquiry and demands of this role, a second Indigent Defense Coordinator is needed to assist with the activities and responsibilities.

While much of the Indigent Defense Coordinator's time is dedicated to screening individuals, that is not their only duty. In addition to screening, the IDC regularly runs a weekly jail census report – which is a two to three day process -to determine the number of inmates held by Hays County that do not have attorneys, coordinating with other counties that house inmates from Hays County, monitoring the number of inmates being held without indictment, and coordinates with the District Court and County Courts at Law to substitute attorneys in on cases by creating the order of substitution and appointing the attorney. They additionally email information to attorneys requesting up to date CLE or email applications to attorneys who are requesting to be on the appointment wheel. The IDC must then take the completed application to the appropriate court to finalize it. The IDC must enter all new attorneys in Odyssey when

approved by judge and set up a file with the application and CLE, create and print contact cards for each attorney. These tasks all happen weekly.

On a monthly basis, the IDC must send a report to TIDC with the statistics from the month. The IDC must also send a similar monthly report to all judges including information on magistrations numbers and any changes. On a day-to-day basis the IDC must check email and voicemail and handling applications from in-person court appearances.

Due to the high demand of the tasks, the IDC is currently unable to take a full day off (excluding weekends) and often takes all equipment with them when taking a vacation or sick day. The tasks performed by the IDC are extremely important to Hays County and having only one person who is able to perform the tasks is inefficient. An additional staff member would not only allow operations to run smoothly when one IDC must be out but will also help processes run faster by allowing work to be divided up rather than relying on one person. The tasks required of an IDC are often time sensitive and cannot be put on hold. Hays County believes the work done by the Indigent Defense Office is extremely important and strongly believes an additional staff member would be key to helping the office serve the citizens of the county in the most efficient and effective way.

Respectfully,



Ruben Becerra
Hays County Judge

Revised Budget Beginning FY22

TIDC has approved the modified FY2022 budget below. Grant reimbursement for FY2022 is 45%, based on three months at 60% and 9 months at 40%. This adjustment reflects the delayed start of the program in its initial year .

TIDC Indigent Defense Coordinator

FY23 grant reimbursement is 25%, based on three months at 40% and 9 months at 20%.

<u>Budget Sub-Category</u>	<u>Current</u>	<u>Requested FY22</u>
1) Personnel (Total Number of FTEs: 2)	\$ 49,913	\$ 113,966
2) Fringe Benefits	\$ 22,279	\$ 48,457
3) Travel and Training	\$ 2,000	\$ 1,700
4) Equipment	\$ 7,016	\$ 10,120
5) Supplies	\$ 3,100	\$ 3,100
6) Contract Services	\$ -	\$ -
7) Indirect Costs	\$ -	\$ -
Total Proposed Cost	\$ 84,308	\$ 177,343
Less County Match (60%)	\$ (16,862)	\$ (106,406)
Total Amount Requested from Commission	\$ 67,446	\$ 70,937

Indigent Defense Coordinator FY2022

		<u>County 60%</u>	<u>Grant 40%</u>
<u>Personnel:</u>			
Current Staff	\$ 63,055		
Additional Coordinator	\$ 50,911		
	\$ 113,966		
<u>Fringe:</u>			
Social Security	\$ 7,066		
Medicare	\$ 1,653		
Retirement	\$ 16,138		
Medical	\$ 22,665		
Dental	\$ 810		
Life	\$ 126		
	\$ 48,457		
Salary + Fringe Total	\$ 162,423	\$ 97,454	\$ 64,969
<u>Operating:</u>			
Travel/Training	\$ 1,700		
Equipment	\$ 10,120		
Supplies	\$ 3,100		
Operating Total	\$ 14,920	\$ 8,952	\$ 5,968
Total Budget	\$ 177,343	\$ 106,406	\$ 70,937
Operating budget details:			
Desk	\$ 1,800		
Office Chair	\$ 250		
Monitorsx2	\$ 490		
Laptop with Docking Station	\$ 1,509		
Speakers	\$ 25		
Scanner (Fujitsu FI-7180)	\$ 1,642		
Copier Lease	\$ 3,200		
Office Phone (Landline)	\$ 864		
Adobe Pro License	\$ 340		
General Office Supplies	\$ 3,100		
Travel/Training	\$ 1,700		
Total	\$ 14,920		

Timeline for Reporting and Fund Distribution

Reports will be submitted via the TIDC Grant and Plan Management website at <https://tidc.tamu.edu>.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2022 through December 2022	Grant Expenditure Report Progress report	January 15, 2023	February 2023
January 2023 through March 2023	Grant Expenditure Report Progress report	April 15, 2023	May 2023
April 2023 through June 2023	Grant Expenditure Report Progress report	July 15, 2023	August 2023
July 2023 through September 2023	Grant Expenditure Report Progress Report	October 15, 2023	December 2023

2023 Hays County Resolution
Indigent Defense Improvement Grant Program

WHEREAS, under the provisions of the Texas Government Code § 79.037 and Title I of the 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, the Commissioners Court authorizes this grant program to 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 Court 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 Improvement Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that Stephen Michael Thomas is designated as the Program Director and contact person for this grant and the Auditor is designated as the Financial Officer for this grant.

Adopted this 31ST day of JANUARY, 2023.

Ruben Becerra
County Judge

Attest:

County Clerk

Internet Submission Form

After submitting the Improvement grant application on-line, the following Internet submission confirmation number was received #D20231051120230113. This grant application submission was in accordance with the Commissioners Court Resolution above.

Ruben Becerra
County Judge



Hays County Commissioners Court

Date: 01/31/2023

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement between Hays County and Raba Kistner, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County. **INGALSBE/BORCHERDING**

Summary:

The FM 110 South Grading project as part of the TxDOT/Hays County Partnership Program requires construction, engineering & inspection (CE&I) services to support the construction phase of this project. If Raba-Kistner, Inc. should be approved for an On-Call CE&I Services contract, it is the intent to process for execution a Work Authorization for the FM 110 South Grading project.

Raba Kistner, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2022-Q02 on October 11, 2022 Item #38136. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioner Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

Fiscal Impact:

Amount Requested: \$100,000.00

Line Item Number: 020-710-00-515.5621_400

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$100,000 - Increase Engineering_Operating 020-710-00.515.5621_400

(\$100,000) - Decrease Road Materials 020-700-00.5351

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Qualifications 2022-Q02, On-Call CE&I

G/L Account Validated Y/N?: Yes, Engineering Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

OnCallCEI-RKCI-Contract

CodeOfEthics-RKCI

ConflictOfInterest-RKCI

Form1295-RKCI

HB89Verification-RKCI

RelatedPartyDisclosureForm-RKCI

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Raba Kistner, Inc. (“Engineer”)
ADDRESS: 7700 Chevy Chase Drive, Bldg. 1, Ste 110 Austin, Texas 78752
PROJECT: Hays County On-Call CEI Services (“Project”)

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

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

The maximum amount payable under this Contract, without modification, is **one-hundred thousand Dollars (\$100,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Tom Kolko, PE
Vice President
7700 Chevy Chase Blvd, Bldg 1, Ste 110
Austin, Texas 78752

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR,

INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

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

insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

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

With copy to: HNTB Corporation
Attn: Carlos A. Lopez, P.E.
701 Brazos, Suite 450
Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

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

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer

any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
 111 E. San Antonio Street, Suite 300
 San Marcos, Texas 78666

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

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

Engineer: Raba Kistner, Inc
7700 Chevy Chase Blvd, Bldng 1 Ste 110
Austin, Tx 78752
Attn: Russel Lenz, P.E.

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject

matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____

ENGINEER


Raba Kistner, Inc.

By:  P.E. _____

Printed Name: Russel W. Lenz, P.E. _____

Title: President/COO _____

Date: January 25, 2023

 P.E.
1/25/2023

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A
DEBARMENT 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 Engineer 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* 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 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 transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Raba Kistner, Inc.

Name of Firm

 P.E.

Signature of Certifying Official

Russel W. Lenz, P.E.

Printed Name of Certifying Official

President/COO

Title of Certifying Official

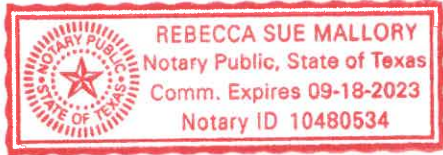
January 25, 2023

Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Russel W. Lenz, P.E.
1/25/23 the President / COO of Raba Kistner, Inc. on behalf of
said firm.



Rebecca S. Mallory

Notary Public in and for the
State of Texas

My commission expires: 9/18/2023

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Hays County CE&I On Call RFQ 2022-Q02**

The ***Engineer*** may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- | | |
|----------------|--|
| TASK 01 | PROJECT MANAGEMENT AND ADMINISTRATION |
| TASK 02 | ROADWAY DESIGN AND CONSTRUCTABILITY |
| TASK 03 | PUBLIC INVOLVEMENT AND ENVIRONMENTAL |
| TASK 04 | PROJECT SUPERVISION |
| TASK 05 | SURVEYING |
| TASK 06 | RIGHT-OF-WAY (ROW) MAPPING |
| TASK 07 | INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS |
| TASK 08 | UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION |
| TASK 09 | JOB CONTROL AND QUALITY CONTROL OF MATERIALS |
| TASK 10 | DESIGN VERIFICATIONS/CHANGES/ALTERATIONS |
| TASK 11 | FINAL CONSTRUCTION DOCUMENTS |
| TASK 12 | CONSTRUCTION ENGINEERING NOT OTHERWISE CLASSIFIED |

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20 ____.

ENGINEER:

[Insert Company Name HERE]

By: _____
Signature

Printed Name

Title

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/25/2023

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Raba Kistner, Inc. 12821 West Golden Lane San Antonio TX 78249 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: Ironshore Specialty Insurance Company</td><td>25445</td></tr><tr><td>INSURER C: Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER D: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Ironshore Specialty Insurance Company	25445	INSURER C: Allied World Surplus Lines Insurance Co	24319	INSURER D: National Union Fire Ins Co of Pittsburgh	19445	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Allied World Surplus Lines Insurance Co	24319														
INSURER D: National Union Fire Ins Co of Pittsburgh	19445														
INSURER E:															
INSURER F:															

COVERAGES	CERTIFICATE NUMBER: 570097535649	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.		
Limits shown are as requested		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5361923	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PER PROJECT GENERAL AGGRE \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0305096 03	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC030509503	10/31/2022	10/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> E&O-PL-Primary			03121277 Claims Made SIR applies per policy terms & conditions	12/31/2022	12/31/2023	Aggregate Limit \$1,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Name/No. Hays County 2016 Road Bond Project, Project Description: Hays County FM 110 South Grading Project, RK Prop./Proj. No. TBD. Hays County, its directors, officers, employees and HNTB Corporation are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Hays County in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability, Automobile Liability, Professional Liability and workers' Compensation policies be cancelled before

CERTIFICATE HOLDER Hays County 712 S. Stagecoach Trail, Suite 1071 San Marcos TX 78666 USA	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 <i>Aon Risk Services Southwest, Inc.</i>
--	--



Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Raba Kistner, Inc.	
POLICY NUMBER See Certificate Number: 570097535649			
CARRIER See Certificate Number: 570097535649	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Raba Kistner, Inc.	
POLICY NUMBER See Certificate Number: 570097535649			
CARRIER See Certificate Number: 570097535649	NAIC CODE	EFFECTIVE DATE:	

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

Additional Description of Operations / Locations / Vehicles:

the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
BAP 0305096-03	10/31/2022	10/31/2023		14340000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
TO BE DETERMINED AS REQUIRED BY WRITTEN CONTRACT	90

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2023
forms a part of Policy No. 536-19-23
issued to INTEGA, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
WC 0305095 03

Endorsement No.
Premium \$

Insurance Company

ENDORSEMENT NO. 6

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN
THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION**

This Endorsement, effective at 12:01 a.m. on December 31, 2022, forms part of

Policy No. 0312-1277
Issued to Intega Inc
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the **Company** cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Company**, either directly or through its broker of record, the email address of the contact at such entity; and
3. the **Company** receives this information after the **First Named Insured** receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Company**;

the **Company** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the **Company** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Company** has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the **Insurer's** part to deliver the Advice will not impose liability of any kind upon the **Insurer** or invalidate the cancellation.

Any Certificate Holder is not an **Insured** or a Loss Payee under this Policy. No coverage will be available under this Policy for any **Claim** brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

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.

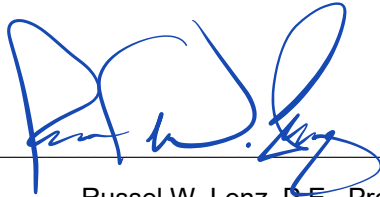
Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

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

1. 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.
2. 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:
 - A. 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.
 - B. 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.
 - C. **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.

- D. 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.
- E. Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. 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: Russel W. Lenz, P.E., President/COO

COMPANY NAME: Raba Kistner, Inc.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

Raba Kistner, Inc.

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

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

N/A

Name of Officer

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

N/A

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.

None

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

12/12/2022

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

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Raba Kistner, Inc.
San Antonio, TX United States

Certificate Number:
2022-963622

Date Filed:
12/12/2022

Date Acknowledged:

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

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

65000
Hays County 2016 Road Bond Project Construction Engineering and Inspection (CEI) Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



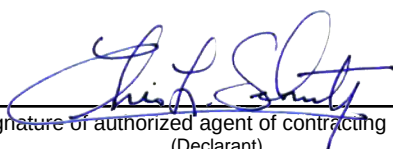
6 UNSWORN DECLARATION

My name is Chris L. Schultz, and my date of birth is 3/16/66.

My address is 12821 W. Golden Lane, San Antonio, TX, 78249, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 12th day of December, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

**Hays County
House Bill 89 Verification**

I, Russel W. Lenz, P.E. (Person name), the undersigned
representative of (Company or Business name)
Raba Kistner, Inc.

(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.*

12/12/2022

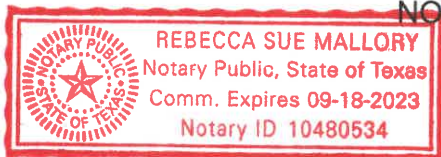
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

On this the 12th day of December, 2022, personally appeared

Russel W. Lenz, P.E., the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL




NOTARY SIGNATURE

12/12/2022

Date



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

N/A

Employee Name	Title
---------------	-------

Section B: Former Hays County Employee

N/A

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

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

N/A

Employee or Former Employee Name	Title
----------------------------------	-------

N/A

Name of Related Person	Title	Relationship
------------------------	-------	--------------

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Raba Kistner, Inc.
Name of Vendor


Signature of Certifying Official

Russel W. Lenz, P.E.
Printed Name of Certifying Official

President/COO
Title of Certifying Official

12/12/2022
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 grandparent	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.



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Jerry H. Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept Santa Fe Run and Great Northern into the County road maintenance system. **INGALSBE/BORCHERDING**

Summary

Santa Fe Run and Great Northern in Kyle were constructed in 1998 under County supervision/inspection and in accordance with County specifications. At the end of construction, warranty maintenance was not completed. An agreement was attempted in 2002 to have the warranty work accomplished during Phase 2 of the subdivision; however, Phase 2 was never platted or constructed. No warranty bond was produced for this project. For health and safety considerations, staff recommends acceptance of these two roads.



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to call for a public hearing on February 14, 2023 to establish a 3-way stop location on Longbow Lane at the intersection with Whistling Wind Lane in the Woodcreek North subdivision. **SHELL/BORCHERDING**

Summary

In response to a request by local property-owners, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Longbow Lane.

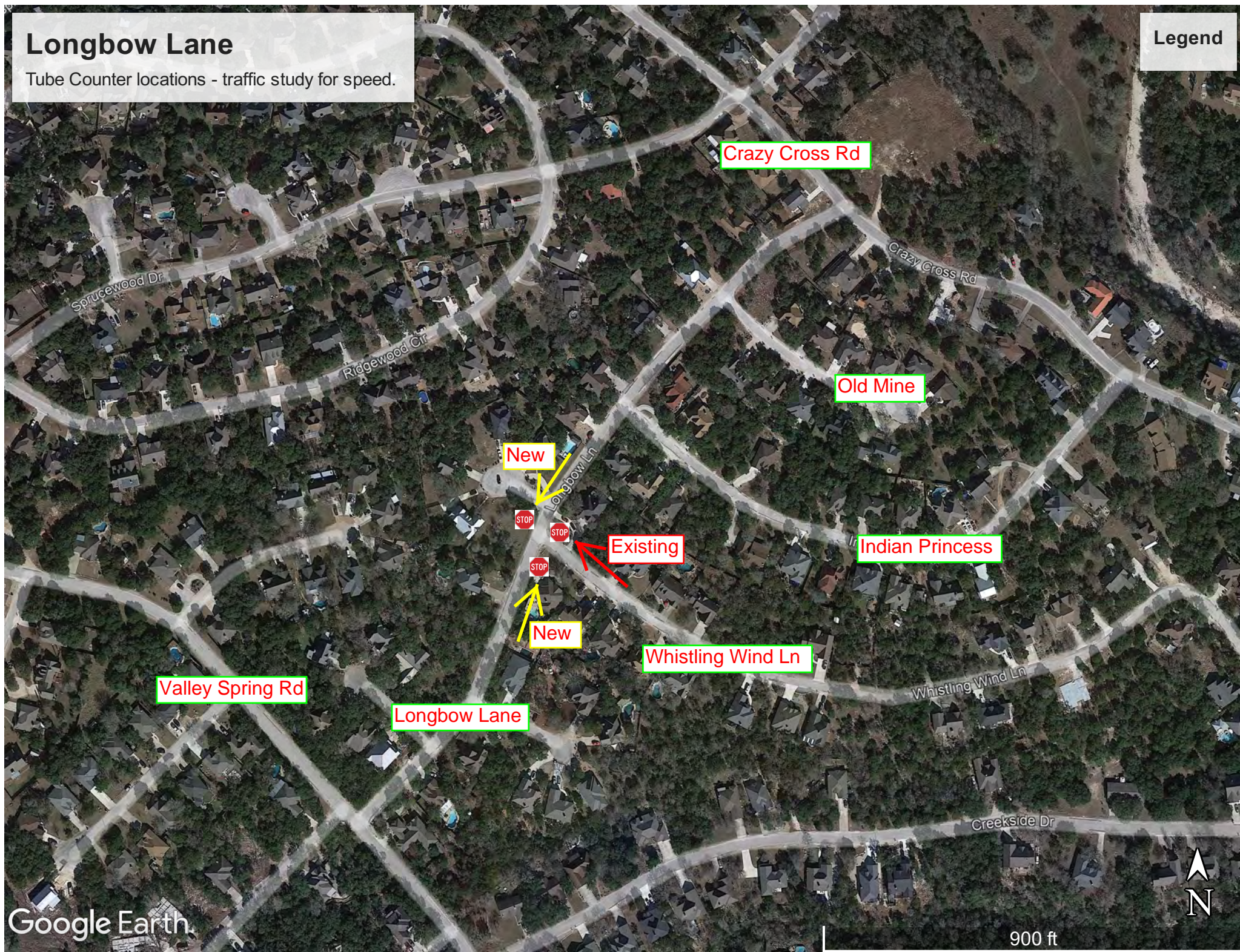
Attachments

Map of Longbow Lane

Longbow Lane

Tube Counter locations - traffic study for speed.

Legend





Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to rescind the previous court action from December 6, 2022 establishing a 3-way stop location on Longbow Lane at Indian Princess in Woodcreek North subdivision. **SHELL/BORCHERDING**

Summary

After court action established a 3-way stop on Longbow Ln at Indian Princess, an assessment of this intersection revealed underground utility lines and related surface hardware in the vicinity of where the new stop signs would need to be installed. The next intersection to the west is being considered as an alternative (Whistling Wind Lane).

Attachments

Map of Longbow Lane

Longbow Lane

Tube Counter locations - traffic study for speed.

Legend





Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to accept the maintenance bond rider extension from Lockhart Excavation, LLC until April 14, 2023 for Heaton Hollow subd. - Maintenance bond #61BSBID3153 in the amount of \$80,548.01. **SHELL/BORCHERDING**

Summary

The completion of construction of the roads and drainage improvements within the County ROW for Heaton Hollow subd. has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until April 14, 2023.

Attachments

Maintenance bond extension backup

SURETY RIDER

To be attached to and form a part of Maintenance Bond to Construct Roads/Streets and Drainage Areas for Heaton Hollow Roadway

Bond No. 61BSBID3153

dated
effective October 1, 2018
(MONTH-DAY-YEAR)

executed by Hays 1460, LLC, as Principal,
(PRINCIPAL)

and by Hartford Casualty Insurance Company, as Surety,

in favor of Hays County
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

Changed Expiration Date FROM: January 14, 2023

TO: April 14, 2023

MAINTENANCE BOND EXTENSION - #61BSBID3153
for \$80,548.01

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective January 11, 2023
(MONTH-DAY-YEAR)

Signed and Sealed January 11, 2023
(MONTH-DAY-YEAR)

Hartford Casualty Insurance Company
(SURETY)

By: Amanda R. Turman-Avina
Amanda R. Turman-Avina, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: Marsh

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Amanda R. Turman-Avina

of

Houston, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 6th day of May, 2015, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
Notary Public
My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 11, 2023.
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Hartford

To get information or file a complaint with your insurance company or HMO:

Call: Consumer Affairs at 1-800- 451-6944

Toll-free: 1-800-451-6944

Email: BONDTX@thehartford.com

Mail: The Hartford Financial Services

3000 Internet Drive|Suite 600

Frisco, TX 75034-1991

Attn: Bond Department

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

Email: ConsumerProtection@tdi.texas.gov

File a complaint: www.tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to call for a public hearing on February 14, 2023 to establish a No Dumping zone on Old Bastrop Hwy on the cul-du-sac south of Redwood Road. **INGALSBE/BORCHERDING**

Summary

In response to a request by local property-owners, there is a need to establish a No Dumping zone on Old Bastrop Hwy on the cul-du-sac starting at the low-water crossing.

Attachments

Map of Old Bastrop Hwy cul-du-sac

Old Bastrop Hwy cul-du-sac area

Possible "No Dumping" location.

Legend

NO
DUMPING
ALLOWED
\$15-\$200
FINE

Old Bastrop Hwy

NO
DUMPING
ALLOWED
\$15-\$200
FINE

FM 110

110

110

Old Bastrop Rd

Google Earth



600 ft



Hays County Commissioners Court

Date: 01/31/2023

Requested By: Marcus Pacheco, Development Services Director

Sponsor: Commissioner Shell

Agenda Item

PLN-2116-NP; Discussion and possible action regarding the Rocky Creek Estates, Preliminary Plan. **SHELL/PACHECO**

Summary

Rocky Creek Estates is a proposed subdivision plat consisting of two (2) lots across 12.00 acres located along Oakwood Loop in San Marcos and Precinct 3.

Water Utility will be accomplished by either private wells or rainwater collection.

Wastewater Utility will be accomplished by individual on-site sewage facilities.

Attachments

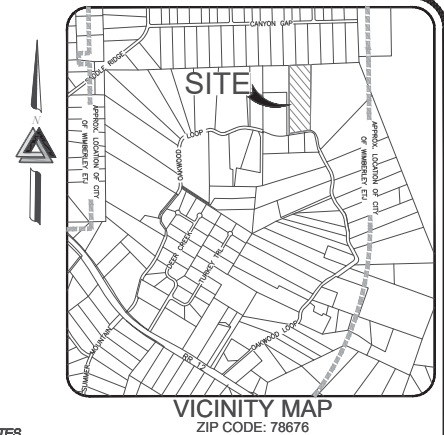
Plat

Location Map

Cover Letter

Comment Letter

ROCKY CREEK ESTATES
BEING 12.00 ACRES OUT OF THE
G.C. & S.F. RAILWAY COMPANY SURVEY NO. 2, A-694
(O.G. PARK SURVEY)
(aka: LOT 18, OAKWOOD HILLS UNRECORDED SUBDIVISION)
HAYS COUNTY, TEXAS



STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That we, Melvin Beam and Sherry Beam, owners of that certain tract of land shown herein being a called 12.00 acre tract of land and described in a deed recorded in Volume 1758, Page 586, Official Public Records of Hays County, Texas, also known as Lot 18 of Oakwood Hills an unrecorded subdivision in Hays County Texas, do hereby subdivide said tract as shown herein, and do hereby consent to all plat note requirements shown herein, and do hereby dedicate to the public the use of utility easements shown herein. This subdivision is to be known as the ROCKY CREEK ESTATES, BEING 12.00 ACRES OUT OF THE G.C. & S.F. RAILROAD COMPANY SURVEY NO. 2 (O.G. PARKE SURVEY), (a.k.a. LOT 18, OAKWOOD HILLS UNRECORDED SUBDIVISION), HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, A.D. 20____.

By: _____
Melvin Beam, Owner
PO Box 1271
Wimberley, Texas 78676

By: _____
Sherry Beam, Owner
PO Box 1271
Wimberley, Texas 78676

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Melvin Beam and Sherry Beam, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL, of office this ____ day of _____, A.D. 20____.

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the ____ day of _____, A.D. 20____, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in Resolution Number _____.

WITNESS my hand and seal of office this the ____ day of _____, A.D. 20____.

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to dedicating water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Eric Van Goasbeek, R.S., C.F.M.
Hays County Floodplain Administrator

Date

Marcus Pacheco, Director
Hays County Development Services

Date

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described herein, and that there are no apparent discrepancies, conflicts, overlapping of improvements, or roads in place, except as shown on the accompanying plat, and that the corner monuments shown therein were properly found or placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal this ____ day of _____, A.D. 20____.
RELEASED FOR REVIEW 09/28/22
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Arthur Vasquez Torres
R.P.L.S. # 5737, State of Texas

Date

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Contributing Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Recharge Zone of the Edwards Aquifer and is located within Zone X and Zone A flood areas, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48209C 0355 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at this ____ day of _____, A.D. 20____.
RELEASED FOR REVIEW 09/28/22
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Al Carroll
Registered Professional Engineer, No. 119251
State of Texas

Date

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the ____ day of _____, A.D. 20____, at _____ o'clock _____m., in the plat records of Hays County, Texas, in Instrument Number _____.

WITNESS my hand and seal of office this the ____ day of _____, A.D. 20____.

Elaine H. Cardenas
County Clerk
Hays County, Texas

The City of Wimberley has deferred review of this subdivision to Hays County.

Mike Beese
City Administrator
City of Wimberley, Texas

PEDERNALS ELECTRIC COOPERATIVE NOTES

- Pedernals Electric Cooperative (PEC) is hereby dedicated a fifteen (15) foot wide utility easement along all lot lines adjoining a public right-of-way and a ten (10) foot wide utility easement along all other front, side, or rear lot lines. Property within a public roadway easement shall be designated as a utility easement.
- All existing overhead and underground lines shall possess a twenty (20) foot wide utility easement centered 10' each side of the line.
- Each lot is subject to a floating ten (10) foot wide by thirty (30) foot long guy wire easement as required by PEC.
- All utility easements are for the purpose of construction, reconstruction, maintenance (including but not limited to removal of trees and other obstructions), inspecting, removal, reading of meters, and repair of all overhead and underground lines.
- No buildings or any other obstructions shall be placed within utility easements. Where access is obstructed within easement PEC shall have the right to ingress and egress over grantors adjacent land to and from said utility easement.

PLAT NOTES

- This subdivision lies within the Edwards Aquifer Recharge Zone.
- No portion of this subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- A portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C0355F, dated September 2, 2005.
- Finished Floor Elevation (FFE) of any structures shall be one (1) foot above the 100-year flood elevation of 1005.30 based on Hays County Interim Feasibility Study by Harff Associates, Inc. dated 10/16/2013 which is deemed to be the best available data per the Hays County Floodplain Administrator.
- This subdivision contains 2 lots for a total of 12.00 acres.
Lots less than 2.00 acres: 0
Lots 2.00 to 5.00 acres: 0
Lots 5.00 to 10.00 acres: 2
- This subdivision lies within the following jurisdictions:
Emergency Services District #4 & #7
Wimberley Independent School District
Hays Trinity Groundwater Conservation District #5
- Water supply for this subdivision will be provided by a private well and/or a rain water collection system.
- Wastewater treatment for this subdivision will be provided by individual on-site sewage facilities.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Frontier.
- Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
- All culverts, when required shall comply with the current Hays County standard.
- In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
- No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the real property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- 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.
- Mailboxes placed within the ROW shall be of an approved TxDOT or FHWA design.
- Improvements exist on these lots which are not shown by this plat.
- All lots served by a Joint Use Access Easement/Shared Access Driveway are restricted to one single family residence per lot and if any other Development of a Dwelling Unit occurs on any of the lots obtaining access through the Joint Use Access Easement/Shared Access Driveway, then such new Dwelling Unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
- The owners of the Single Family Residences obtaining access through the Joint Use Access Easement/Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unobstructed vehicular access by emergency vehicles.
- The maintenance agreement for the Shared Access Easement is recorded in Instrument No. _____.
- Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
- Topographic information shown herein derived from TNRIS LDAR contours (2') for the Wimberley Quadrangle data set.
- All bearings and distances shown herein are based upon the Texas Coordinate System, South Central Zone (4204), North American Datum 1983, Grid.

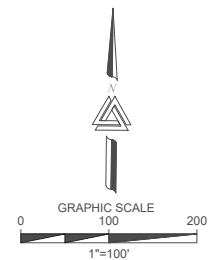
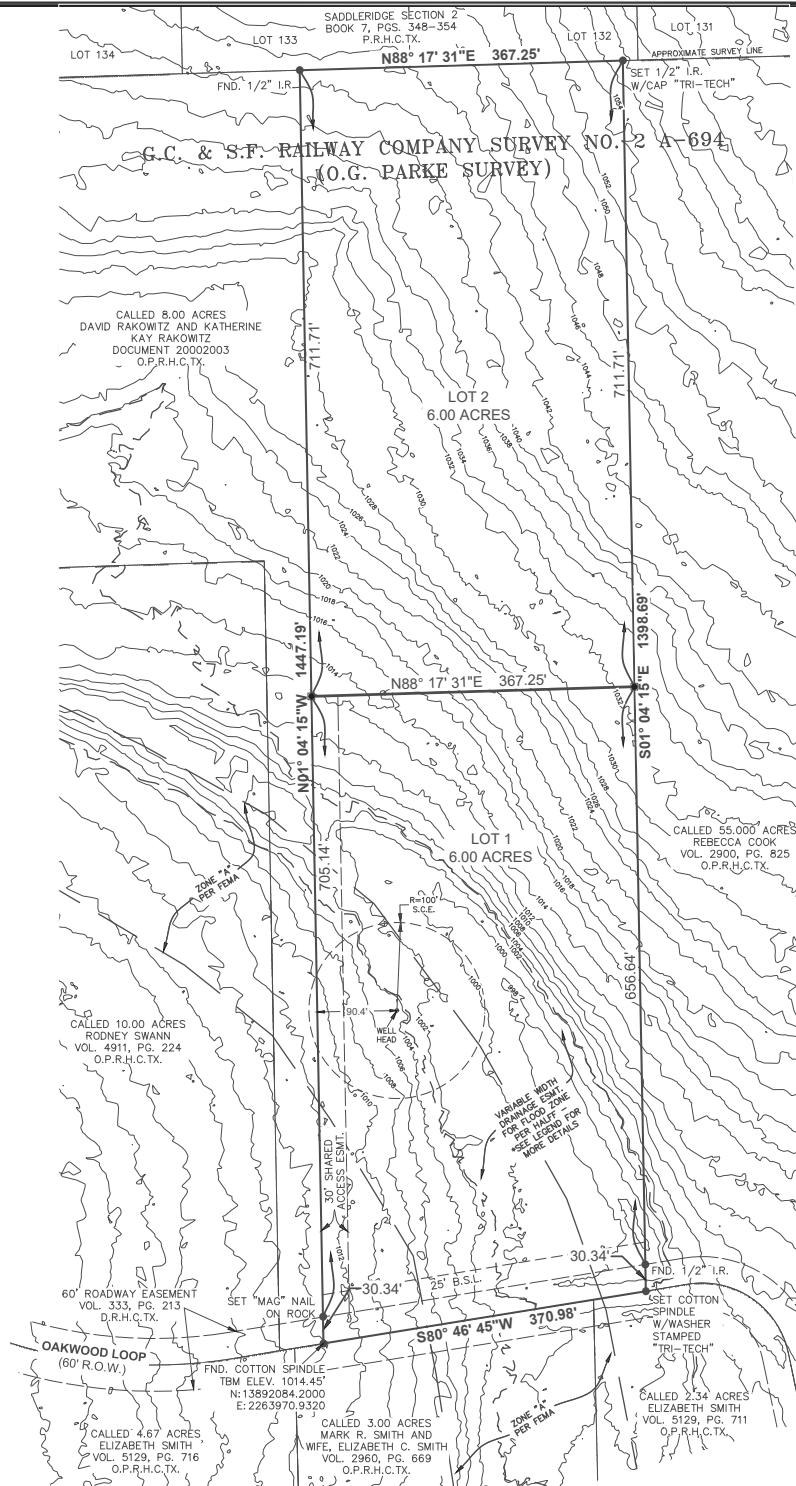
ENGINEER: _____ SEPTEMBER 28, 2022 SURVEYOR: _____



TBPLS REGIS. #10193729
TBPLS REGIS. #1-18693
SHEET 1 of 2


PLAN 577X
SM-22-1126000
SMS-MC537-22

ROCKY CREEK ESTATES
BEING 12.00 ACRES OUT OF THE
G.C. & S.F. RAILWAY COMPANY SURVEY NO. 2, A-694
(O.G. PARKE SURVEY)
(aka: LOT 18, OAKWOOD HILLS UNRECORDED SUBDIVISION)
HAYS COUNTY, TEXAS



LEGEND			
■	IRON ROD W/ TRI-TECH	ROW	RIGHT OF WAY
●	CAP SET	OPRHCTX	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
○	IRON ROD FOUND	DRHCTX	DEED RECORDS OF HAYS COUNTY, TEXAS
○	IRON ROD	RPRHCTX	REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
FND	FOUND		
U.E.	UTILITY EASEMENT		
B.S.L.	BUILDING SETBACK LINE		

*HAYS COUNTY INTERIM FEASIBILITY STUDY BY HALFF ASSOCIATES, INC. DATED 10/18/2013 IS DEEMED TO BE THE BEST AVAILABLE DATA PER THE HAYS COUNTY FLOODPLAIN ADMINISTRATOR.

ENGINEER: **TRI-TECH** SEPTEMBER 28, 2022 SURVEYOR:

TRI-TECH
 ENGINEERING SURVEYING PLANNING
 155 RIVERWALK DRIVE
 SAN MARCOS, TEXAS 78666
 PH: 512-440-0222
 www.tritechtx.com
 TBPLS REGIS. #10193729
 TBPL REGIS. #1-18693
SHEET 2 of 2

PLAN 577X
 SM-22-1126000
 SMS-MC537-22



Hays County Commissioners Court Agenda Request

Meeting Date: January 31st, 2023

Requested By: Marcus Pacheco

Prepared By: Colby Machacek

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2116-NP; Discussion and possible action regarding the Rocky Creek Estates Subdivision, Preliminary Plan.

BACKGROUND/SUMMARY OF REQUEST:

- A) Rocky Creek Estates is a proposed subdivision plat consisting of two (2) lots across 12.00 acres located along Oakwood Loop in San Marcos and in Precinct 3.
- B) Water utility service will be accomplished via individual private wells or rainwater collection. Wastewater treatment will be accomplished via individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. The item remaining is discussion and possible action for final determination of the Preliminary Plan.

The application has no variances requested. Staff recommends the Approval with Conditions for the Rocky Creek Estates, Preliminary Plan.

ATTACHMENTS/EXHIBITS:

Location Map

Subdivision Plat

Review Comment Letter



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

Planning Review Comment Letter

Owner Information:

Melvin and Sherry Beam

1340 Oakwood Loop, San Marcos TX 78666

keithawhitley@gmail.com

Date: 1/26/2023

Project ID: PLN-2116-NP

Application Type: New Subdivision

Application Status: Approved with Conditions

To whom it may concern,

Hays County staff has conducted its review for the above Application. In accordance with Texas Local Government Code, Chapter 232, all comments/deficiencies are outlined below. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the MyGovernmentOnline Customer Portal.

9-1-1 Technical Review

1. Technical review is complete as of 01/18/2023.

Digital Technical Review

1. Layer name for lot polygons is currently "boundary". Please change to more appropriate name. For example, "lot" or "lot boundary".
Add polygon on drainage easement layer for variable width drainage easement.

Floodplain Technical Review

1. The current residence on Lot 1, in the floodplain, cannot be placed in a drainage easement which prohibits development. The drainage easement notation should be removed and relabeled Hays County Best Available Flood Hazard Area. A plat note should be added that the finished floor elevation for the current habitable structure should be 1003.2 ft. Any future structures will need separate determination of finished floor elevations because of variations in the floodplain. A permanent benchmark will need to be placed on the lot, indicating the elevation relative to mean sea level.

OSSF Technical Review

1. OSSF Technical Review approved.

Plat / Plan Technical Review

1. **Per Chapter 721 § 5.07(F) Shared Access Driveways providing access to any lot greater than 5 acres in size shall have a minimum width of 60 feet unless the lots are prohibited from further subdivision.**

Please include a plat note prohibiting further subdivision of these lots.

Transportation Technical Review

1. Technical review is complete.



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Colby Machacek

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Smith

Agenda Item

PLN-2079-NP; Discussion and possible action regarding the Brownson Acres subdivision. **SMITH/PACHECO**

Summary

Brownson Acres, is a proposed subdivision plat off of RR 12 in Dripping Springs and Precinct 4. The proposed subdivision will establish two (2) lots across 4.88 acres. Water utility will be accomplished a by private well for Lot 1 and rainwater collection for Lot 2. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Cover Letter

Location Map

Plat

Technical Review Comments Letter



Hays County Commissioners Court Agenda Request

Meeting Date: January 31st, 2023

Requested By: Marcus Pacheco, Development Services Director

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2079-NP; Discussion and possible action regarding Brownson Acres.

BACKGROUND/SUMMARY OF REQUEST:

A.) Brownson Acres, is a proposed subdivision plat off of RR 12 in Dripping Springs and Precinct 4. The proposed subdivision will establish two (2) lots across 4.88 acres.

B.) Water utility will be accomplished by a private well for Lot 1 and rainwater collection for Lot 2. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. The item remaining is discussion and possible action for final determination of the proposed plat.

The application has no variances requested. Staff recommends the Approval with Conditions for the Brownson Acres subdivision.

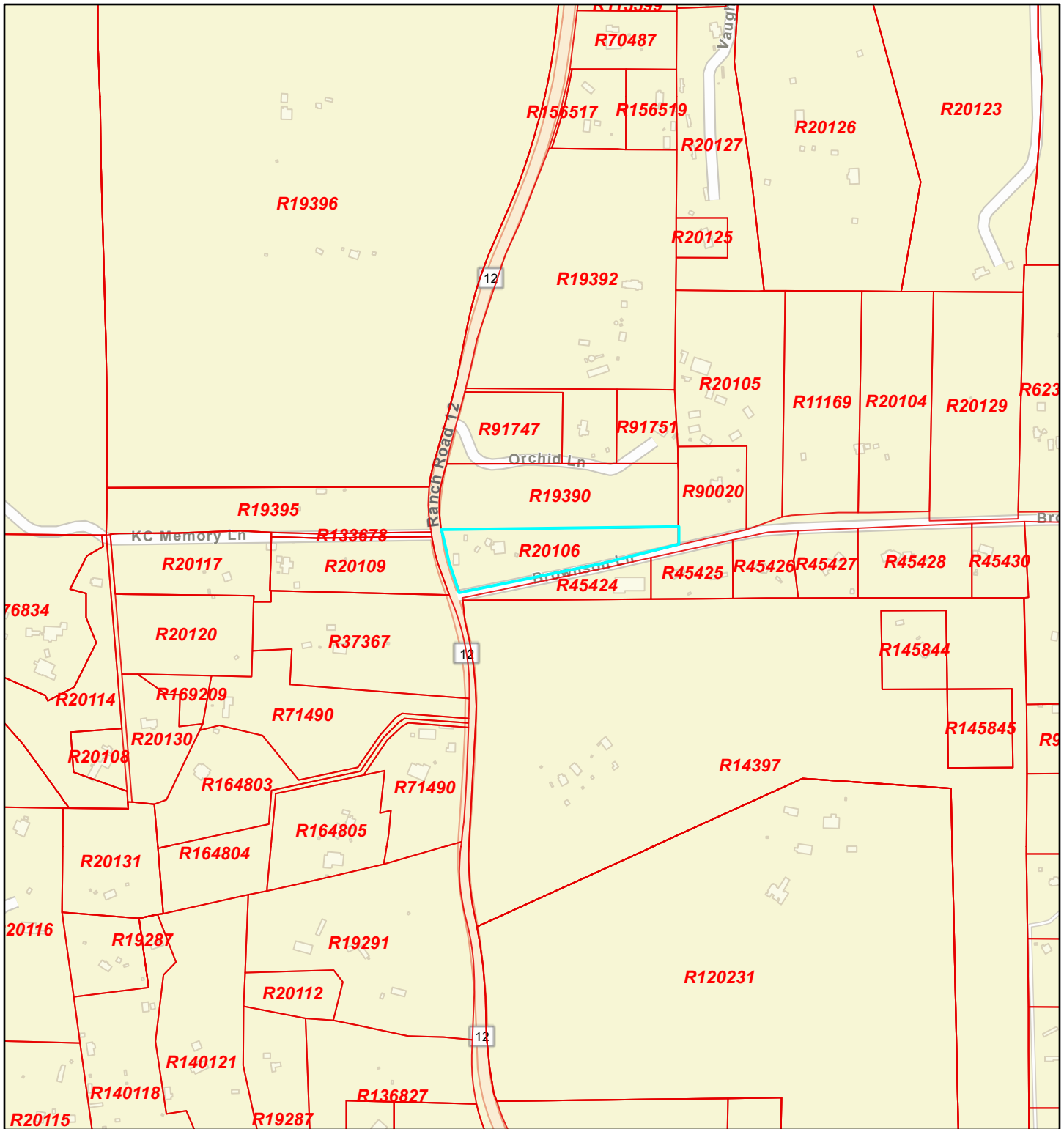
ATTACHMENTS/EXHIBITS:

Cover Letter

Property Location Map

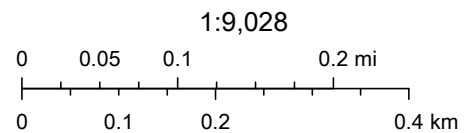
Subdivision Plat

Hays CAD Web Map



1/26/2023, 11:04:15 AM

 Parcels



Esri Community Maps Contributors, City of Austin, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Hays County Appraisal District, BIS Consulting - www.bisconsulting.com

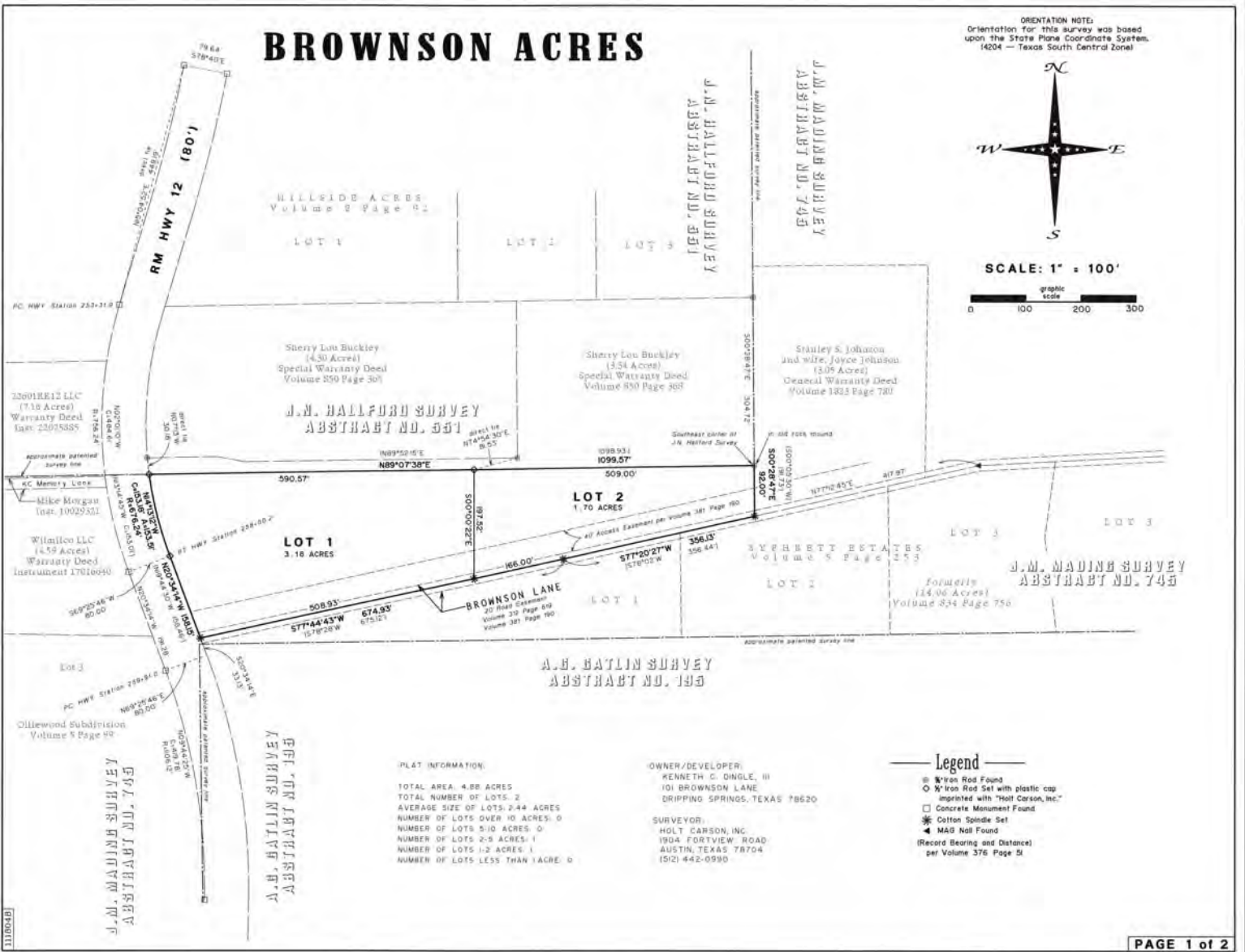
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey

BROWNSON ACRES

ORIENTATION NOTE:
Orientation for this survey was based
upon the State Plane Coordinate System,
14204 - Texas South Central Zone.



SCALE: 1" = 100'



PLAT INFORMATION:
TOTAL AREA: 4.88 ACRES
TOTAL NUMBER OF LOTS: 2
AVERAGE SIZE OF LOTS: 2.44 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: 1
NUMBER OF LOTS LESS THAN 1 ACRE: 0

OWNER/DEVELOPER:
KENNETH C. DINGLE, III
101 BROWNSON LANE
DRIPPING SPRINGS, TEXAS 78620

SURVEYOR:
HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
(512) 442-0990

Legend

- Iron Rod Found
 - Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
 - Concrete Monument Found
 - ★ Collin Spindle Set
 - ▲ MAG Nail Found
- (Record Bearing and Distance)
per Volume 376 Page 51

BROWNSON ACRES

THE STATE OF TEXAS
THE COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS:
THAT I, KENNETH C. DINGLE, III, OWNER OF (4.66 ACRES) OF LAND
OUT OF THE J.M. MADING SURVEY ABSTRACT No. 745 IN HAYS COUNTY,
TEXAS, AS CONVEYED TO ME BY WARRANTY DEED RECORDED IN VOLUME 4267
PAGE 319 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

BROWNSON ACRES

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND
NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS
AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE ____ DAY OF _____ A.D. 20__

KENNETH C. DINGLE, III
101 BROWNSON LANE
DRIPPING SPRINGS, TEXAS 78620

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 KENNETH C. DINGLE, III,
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

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES
DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS
TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL
COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF
DRIPPING SPRINGS.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

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. 2022, 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. 2022.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

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.

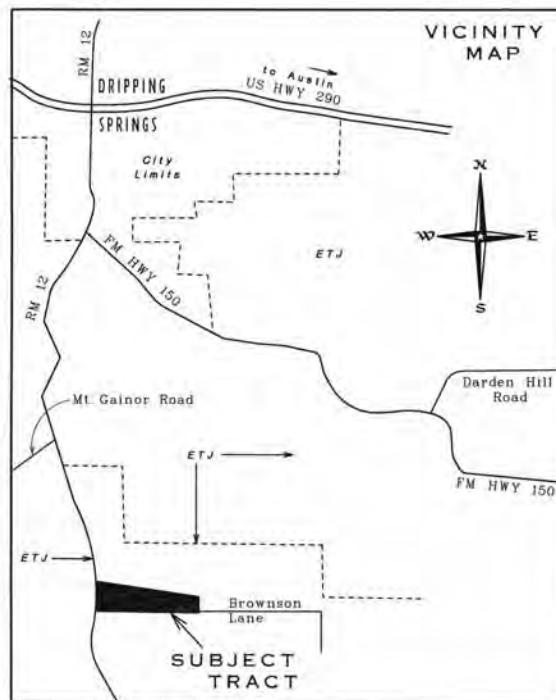
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED
TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH
HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL
ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

ERIC VAN GAASBEEK
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION
OF THE CITY OF DRIPPING SPRINGS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS
AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE
EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS
INDEPENDENT SCHOOL DISTRICT.
5. 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 D15 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO LOT 1 FROM PRIVATE WATER WELL.
WATER SERVICE TO LOT 2 WILL BE RESTRICTED TO A RAIN WATER COLLECTION SYSTEM.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. TELEPHONE SERVICE MAY BE AVAILABLE FROM FRONTIER COMMUNICATIONS.
10. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS
OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS
SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED
ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY TxDOT.
11. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE
REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE.
FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS
FOLLOWING THE FILING OF THE PLAT.



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
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704

7-20-2022
DATE





Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

Planning Review Comment Letter

Owner Information:

Kenneth Dingle, III

101 Brownson Lane, Driftwood TX 78619

carpediem_00@yahoo.com

Date: 1/18/2023

Project ID: PLN-2079-NP

Application Type: New Subdivision

Application Status: Technical Review

To whom it may concern,

Hays County staff has conducted its review for the above Application. In accordance with Texas Local Government Code, Chapter 232, all comments/deficiencies are outlined below. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the MyGovernmentOnline Customer Portal.

9-1-1 Technical Review

1. 911 Technical review approved 12/9/2022

Digital Technical Review

1. Need to add Northing/Easting coordinate annotation for at least two widely separated corners of subdivision.
Need to tie subdivision to one GPS control point, add annotation for monument ID.
Need to add closed polygon for overall subdivision.
Need to add closed polygons for each lot.
Need to add closed polygons for each easement.
Every group of polygons need to have an appropriate and unique layer name. For example, lot polygons should be on a layer named something similar to "lot," access easements should be on a layer named something similar to "access easement," etc.

Floodplain Technical Review

1. Final Plat note #5 should state: No portion of this property is located in the 100 year floodplain as delineated on the Federal Emergency Management Agency Flood Insurance Rate Map Panel No. 48209C0115F, revised September 2, 2005.

OSSF Technical Review

1. OSSF technical review approved.

Plat / Plan Technical Review

1. **Per 705 § 5.01(b)** Please include an illustration with the original lot configuration and total lot acreage of the subject property.
2. **Per 705 § 5.01(m)** Please add a plat note stating that this subdivision lies entirely within Hays County ESD No. 1&6.



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

3. Per 705 § 5.02(b) The location of all proposed utility easements and/or infrastructure, including water well sanitary easements, if applicable.

Please clarify if the utilities provided will require a PUE within the property boundary. If so, please illustrate where the PUE will be located.

4. Per 705 § 5.03(g) Please list the roadway classification for Brownson Ln. as "Rural Country Lane".

5. Per 705 § 8.01(f) Please include the building line setbacks from Brownson Ln. of 25ft.

6. Per 705 § 8.03(f) Please revise plat note #10 to state the following:

"No driveway constructed on any Lot within this subdivision shall be permitted access onto a public or private roadway unless (a) a Permit for use of the County Roadway Right-Of-Way has been issued under Chapter 751; and (b) the driveway satisfies the minimum spacing requirement for driveways set forth in Chapter 721."

7. Please remove the Hays County Director's signature block regarding the interlocal agreement since the subdivision is not located within the Dripping Springs ETJ.

8. Please add the following signature block:

STATE OF TEXAS
COUNTY OF HAYS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 20__, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said court Instrument Number _____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20__.

Ruben Becerra
County Judge
Hays County, Texas

Elaine H. Cardenas
County Clerk
Hays County, Texas

9. Please revise the Hays County Floodplain Administrator's signature line to reflect the example below:

Eric Van Gaasbeek, R.S., C.F.M.
Hays County Floodplain Administrator

10. Under the Hays County Clerk's signature block please ensure to revise the year or leave a blank space (i.e. 20__) to write in the last 2 digits.



Hays County Development Services

2171 Yarrington Road, Suite 100, Kyle TX 78640

(P) 512-393-2150 / www.hayscountytexas.com

Transportation Technical Review

- 1. Per Hays County Development regulations, chapter 705.8.03**, add a note- All culverts, when required shall comply with the current Hays County standard.
- 2. Per Hays County Development regulations, chapter 721.2.01**, add a note- Mailboxes placed within the ROW, shall be of an approved TxDOT or FHWA design.

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Efren Chavez

Planning Division

Hays County Development Services



AGENDA ITEM REQUEST FORM: **K. 1.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to confirm members to the Hays County Historical Commission. **BECERRA**

Summary

The confirmation of all members for the Hays County Historical Commission is required in odd-numbered years thus securing a two-year commitment from each member. A list of all members receiving appointments is attached.

**Hays County Commissioners Court****Date:** 01/31/2023**Requested By:**

Kelly Higgins, DA

Sponsor:Commissioner Smith

Agenda Item:

Discussion and possible action to authorize a \$10,000.00 annual salary increase for one Attorney V position, slot 0784-009 effective February 1st that has been serving as an Acting Court Chief since 1/1/2023, now to be confirmed in that position as official Court Chief for the Hays County Criminal District Attorney's Office. **SMITH/HIGGINS**

Summary:

The Criminal District Attorney is requesting an annual salary increase of \$10,000 for position 0784-009 who is currently serving as Acting Court Chief in the 453rd Judicial Court and will be promoted to Court Chief. This increase is necessary to ensure parity among the Courts Chiefs. On January 3rd, 2023 the Commissioners Court approved identical salary increases for incoming and existing Court Chiefs. The present request will bring position 0784-009 into parity with the other Court Chiefs

Fiscal Impact:

Amount Requested: \$12,144 (annualized, includes fringe)

Line Item Number: 001-607-00

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: If approved, funding is available within the departments operating budget due to attrition to fund this request. The annualized impact of \$12,144 will be added to the FY24 budget.

Fiscal Impact:

\$10,000	Base Salary
\$ 2,144	Fringe
\$12,144	Total Annualized Impact
\$ 8,096	FY23 Impact (8 mos)

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Mike Jones

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related a replacement Data Collection Unit (DCU) located on the northwest corner of Hugo Road and Cascade Trail; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a)(7)(D) and amend the budget accordingly.

SHELL/MIKE JONES

Summary:

The rain gauge at Hugo Road stopped reporting on January 5 between 00:00 and 00:30. Upon inspection, it was found that the Data Collection Unit (DCU) was stolen from the rain gauge. WET will source parts and supplies to rebuild a similar DCU.

Fiscal Impact:

Amount Requested: \$2,920

Line Item Number: 001-656-00.5719_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,920 - Increase Misc. Equipment_Operating 001-656-00.5719_400

(\$2,920) - Decrease Equipment Maintenance & Repair 001-656-00.5411

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a)(7)(D) for captive replacement parts or components for equipment.

G/L Account Validated Y/N?: Yes, Miscellaneous Equipment Operating Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Quotation XPHC047



WATER & EARTH TECHNOLOGIES

01/24/2023

Quotation XPHC047

Prepared for:

Hays County - Office of Emergency Services
Attn: Brandon High
810 South Stagecoach Trail
San Marcos, TX 78666

Federal Tax Identification No.

84-1440328

Quote Valid Thru

03/25/2023

Prepared by:

Water & Earth Technologies, Inc.
40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenzu@wetec.us

Quote Title: Hugo Road Rain Gage Data Collection Unit Replacement

Quote Information

Around midnight January 5, 2023, the Data Collection Unit (DCU) was stolen from the rain gage on Hugo Road. WET will source parts and supplies to rebuild a similar DCU.

Item No.	Item Description	Model No.	Unit Price	Qty	Amount
1	New DCU	NA	\$ 2,400.00	1	\$ 2,400.00
					\$ -
				Items Total	\$ 2,400.00

Item No.	Labor Description	Hours		Amount
		Eng I \$130/hr	Eng II \$150/hr	
2	Rebuild DCU	4.0		\$ 520.00
				\$ -
		Labor Total		\$ 520.00

Total Cost	\$ 2,920.00
-------------------	--------------------

Thank you for your consideration!

**Hays County Commissioners Court****Date:** 01/31/2023**Requested By:**

Judge Elaine Brown

Sponsor:

Judge Becerra

Co-Sponsor:Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize County Court at Law to hire the County Court Reporter slot 0765-002 at the 73.48 percentile of the current salary range effective February 20, 2023. **BECERRA/COHEN/BROWN**

Summary:

The County Court at Law Judge #3 has a potential candidate for the vacant court reporter position with over 30 years experience. She is licensed in multiple states, including Texas and has a stenographer certification. The candidate has experience in a variety of court settings and would be an asset to the County.

Fiscal Impact:

Amount Requested: \$29,658.08 (annualized, includes fringe)

Line Item Number: 001-612-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: If approved, funding is available within the departments operating budget due to attrition to fund this request. The annualized impact of \$29,658 will be added to the FY24 budget.

Fiscal Impact:

\$77,520	Base Salary grade 118
\$81,578	Budgeted Salary
\$106,000	Requested Salary at 74.38 percentile
\$24,422	Difference
\$5,236	Fringe
\$29,658	Total Annualized Impact
\$17,918	FY23 Fiscal Impact (7.25 mos)

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Salary Expenses

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and SI Mechanical, LLC. for Countywide Plumbing Services, pursuant to RFP 2023-P03. **BECERRA/T.CRUMLEY**

Summary:

On January 17, 2023, the Commissioners Court awarded RFP 2023-P03 Countywide Plumbing to SI Mechanical, LLC. to provide plumbing repair services countywide.

Fiscal Impact:

Amount Requested: Per Bid

Line Item Number: Various Depts

Budget Office:

Source of Funds: Per Dept.

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2023-P03 Countywide Plumbing

G/L Account Validated Y/N?: TBD, various departments

New Revenue Y/N?: N/A

Comments:

Attachments

RFP 2023-P03 Agreement

Exhibit A

**AGREEMENT FOR COUNTYWIDE PLUMBING
RFP: 2023-P03**

This Agreement for COUNTYWIDE PLUMBING SERVICES (the "Service Contract") is entered into by and between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and SI Mechanical, LLC (the "Contractor").

WHEREAS, the County desires to enter into the Service Contract for the service of PLUMBING (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 plumbing repair services to various County-owned or County-occupied locations throughout Hays County in accordance with the proposal specifications and Statement of Work ("SOW") detailed in RFP 2023-P03; 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 Service 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 and execution of contract by the Commissioners Court, with four (4) additional one (1) year annual renewals, unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with the Notices section below.

TERMINATION: Either party may cancel this Service Contract with or without cause or penalty upon ninety (90) days written notice in accordance with the Notices section below.

INVOICING: Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days upon completion of issued Work Order. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this 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 appropriately adequate funding for this agreement in any given fiscal year, this Service Contract shall automatically terminate on October 1st of such fiscal year.

INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS 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.

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 Countywide Operations
Attn: Tammy Crumley
712 S. Stagecoach Trail, Ste. 1045
San Marcos, TX 78666
Phone: (512) 393-2209

Hays County Purchasing
Attn: Stephanie Hunt
712 S. Stagecoach Trail, Ste. 1071
San Marcos, TX 78666
Phone: (512) 393-2283

TO SI MECHANICAL, LLC

SI Mechanical, LLC
Attn: Riley Sullivan
5198 FM 1327
Creedmoor, TX 78610
Phone: (512) 593-6001

SERVICES TO BE INCLUDED:

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace plumbing issues at any and all locations, to original design specifications or conditions acceptable to Hays County. The Contractor will perform all required administration, management and quality assurance to ensure proper execution of repair and new projects. All work performed shall be coordinated with the Hays County Representative as applicable to the location of the work and pursuant to RFP 2023-P03 and the awarded proposal submitted by SI MECHANICAL, LLC., which is attached hereto and incorporated herein as *Exhibit "A"*.

WORK ORDERS FOR REPAIR SERVICE AND NEW INSTALLATION:

1. When the County has a need for services to be performed in connection with any countywide plumbing services, the County representative will issue a work order to the Contractor specifying the work to be performed. Work orders will be submitted to the Contractor via email from the County. Upon receipt of the work order, the Contractor must schedule a site visit and develop a cost estimate for the requested work order and submit the cost estimate to the County via email; however, the County's request for the Contractor's cost estimate will not create a binding obligation on the part of the County to have any work order completed by the Contractor. Contractor's cost estimate shall be based on pricing cited in RFP 2023-P03, which is attached hereto and incorporated herein as *Exhibit "A"*.

2. In the event that the Contractor fails to respond to the work order with an acceptable cost estimate within twenty-four (24) hours of the work order being submitted to the Contractor, the County may cancel the work order and proceed to have another contractor perform the desired services. The County may terminate this Service Contract if the Contractor fails to timely respond to more than six (6) work orders in a one (1) year period.
3. The Contractors cost estimate must be divided into: (a) the sum for materials to be incorporated into the project with any contractual markup outlined, (b) service or hourly labor costs broken down by hourly rate as outlined in the proposal, and (c) the sum of any other materials, overhead, trip charges, etc.
4. Upon the County and Contractor agreeing that the Contractor will perform the work order, the County will give written notice to the Contractor to move forward with the work order. The Contractor must then perform and complete the work order within a timely manner. If at any point while completing the work order the Contractor realizes that the actual cost will have a difference of more than \$500 given in the cost estimate, the Contractor must stop work immediately and notify the County. Only upon written approval from an authorized County representative, may the Contractor move forward with the work order.
5. Once the work order is completed to the satisfaction of the County, the Contractor must deliver an invoice for the completed work order to the County within seven (7) business days.
6. Contractor is not to combine multiple work orders onto one invoice. Each work order requires a separate invoice.

ENTIRE AGREEMENT: This Service Contract contains the entire agreement between the parties. All prior negotiations between parties are merged in this Service Contract, and there are no understandings or agreements other than those incorporated herein. This Service Contract 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 Service Contract 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 Service Contract as of the date(s) set forth below.

(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)

HAYS COUNTY, TEXAS

By: _____

Ruben Becerra
Hays County Judge

Date: _____

SI Mechanical, LLC

By: _____

Riley Sullivan
General Manager

Date: _____



SOLICITATION, OFFER AND AWARD

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

Solicitation No.:
RFP 2023-P03 Countywide Plumbing Services

Date Issued: November 15, 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 December 14, 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 December 2, 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:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

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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. Attachment A: Cost Proposal
- ___ 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 2023-P03
Countywide Plumbing Services
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
Manual: One (1) Original and one (1) digital copy on a thumb drive, or
Electronic: Proposals can be submitted through BidNet Direct and one (1) hard copy is required to be received.
- 5. Deadline for Responses:** In issuing office no later than:
December 14, 2022; 11:00 a.m. Central Time (CT)
- 6. Pre-Proposal Meeting:** **Non-Mandatory Pre-Proposal Conference:**
Tuesday, November 28, 2022 @ 10:00 AM (CT)
712 S. Stagecoach Trail, Ste, 1071
San Marcos, TX 78666
- 7. Initial Contract Term:** January 2023 - December 2023
- 8. Optional Contract Terms:** Four (4), one (1) year renewal options
- 9. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 10. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than December 2, 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.

11. 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.

12. Contact with County Staff:

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

Anticipated Schedule of Events

November 15, 2022	Issuance of RFP
November 28, 2022	Pre-Proposal Conference (10:00 AM CT)
December 2, 2022	Deadline for Submission of Questions (5:00 PM CT)
December 14, 2022	Deadline for Submission of Proposals (11:00 AM CT) Late proposals will not be accepted.
January 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County (County) is seeking well-qualified and capable vendor(s) to provide comprehensive plumbing services. Plumbing Services will be required for multiple locations within the county, as requested by the Hays County representative. Hays County does not guarantee any minimum or maximum amount or projects to any vendor(s) awarded under this contract. Hays County reserves the right to enter into multiple contracts with the selected vendor(s) under this RFP.

B. Scope of Work

Typical services performed under this contract may include new installation, and repair services. Additional services performed may include emergency service calls for repairs on an as needed basis.

Services will include all work efforts necessary to complete a project including parts, equipment, labor, materials, and lifts to repair or replace plumbing issues at any and all locations, to original design specifications or conditions acceptable to Hays County. The Contractor(s) will perform all required administration, management and quality assurance to ensure proper execution of repair and new projects. All work performed shall be coordinated with the Hays County Representative as applicable to the location of the work.

Services to be included, but not limited to the following:

- Repair and replace water and sanitary sewer piping, (PVC, CPVC, galvanized pipe, copper tubing, and stainless-steel piping), unclog sewer lines.
- Repair and replace gas lines, including excavation if required (backhoe services)
- Replacement and modification of storm sewer, sanitary sewer, domestic water, deionized water and R.O. water systems.
- Welding for pipefitting: Pipefitter must be certified to comply with ASME Boiler Pressure Vessel Code.
- Remove and/or install faucets, steam traps, shower diverters, tub shoes, shower bases, sink & tub drains, soldered copper pipe, cut and thread piping, remove and/or install soldered, threaded, Viega ProPress systems, remove and/or reinstall plastic PVC piping and fittings on an as needed basis, including emergency work and repairs. All plumbing work to comply with current UPC plumbing code.
- Repair of water Distribution Main, up to 12 inches in size of C-900 PVC, Ductile iron pipe and mechanical joint fittings.
- The Respondent shall also provide electric and gas water heater installation, repair and/or replacement.
- The Respondent shall have a variety of solutions and ready access to the parts and materials for each subproject installation or repair.
- The Respondent is responsible for providing all plumbing equipment and materials necessary to complete the work unless specifically excluded in the specific project scope.
- Respondent may be required to work in confined spaces. Proper safety and personnel protective equipment shall be utilized.
- There are two levels of response anticipated, normal and emergency. Normal requests are associated with planned work. Emergency requests will be designated as an emergency by the County when making the request. All requests not specifically identified by the County as emergency are normal requests.

1. Contractor Responsibility:

- The awarded contractor(s) must provide at their own expense, all equipment, materials, supplies, tools, etc. necessary to perform the required services.
- The contractor shall, prior to commencing work, thoroughly examine and become familiar with the area(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. In addition, the contractor shall always maintain a safe work environment. The technician shall report immediately to the County Supervisor or his designee the existence of unsafe condition(s) which will compromise the performance of service. Safety will be the sole responsibility of the contractor. The contractor shall take all necessary precautions for the safety of the County's and contractor's employees and the general public and shall always erect and properly maintain all necessary facility safeguards for the protection of the contractor's employees and the general public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.
- Payment Bond will be required by the Respondent for any individual project associated with the Contract in which the project may exceed twenty-five thousand dollars (\$25,000). Projects exceeding one hundred thousand dollars (\$100,000) will require a Performance Bond, in addition to the Payment Bond per Government Code 2253.
- The County restrooms shall not be used for washing tools and equipment or disposing of any debris or residue into sinks, commodes or trash containers.
- If the awarded contractor(s) fails to properly clean up in a timely manner, the County reserves the right to employ another firm to complete the cleanup and charge the cost thereof to the Contractor(s).
- Work performed must comply with all applicable OSHA standards.
- Work areas shall be clearly marked, and contractor shall provide signs, markers, and barricades as required to identify and minimize any dangers or hazards.
- All accumulated debris, scrap materials, or defective parts removed in the performance of the service shall be disposed of in strict compliance with all applicable environmental rules, regulations, codes, ordinances, and laws.
- Should the Awarded Contractor(s)'s business name change, or should the Awarded Contractor's business be sold, transferred to or assumed by a second party, written notification of the change shall be provided to the County, by the Awarded Contractor, no later than 30-days from the date of change. Failure to provide notification of the aforementioned change(s), within 30-days of the change, may be grounds for contract cancellation without further cause.

2. Employees:

- The Awarded Contractor(s) shall enforce strict discipline and good order among his workforce. The Awarded Contractor(s) is responsible for all behavior and activities of all its employees at all times during the performance of any work under this Contract.
- The Awarded Contractor(s) shall implement and enforce a safety program for his workforce assigned to any projects at the University.
- The Awarded Contractor(s)'s workforce shall be identified as the Awarded Contractor(s)'s employee by either wearing company labeled apparel and/or visible identification badges.
- The Awarded Contractor(s) shall use only licensed, trained, and experienced workforce to perform services on Hays County property. Licensee must be on site at all times performing such work.

- The Awarded Contractor(s) shall have Plumbers on staff that possesses a Master and/or a Journeyman licenses. All Apprentice Plumbers shall have an Apprentice card. The licenses and apprentice cards must be issued by the State of Texas.
- If any Hays County equipment, property, or supplies are lost or damaged due to the fault or negligence of the Respondent, the Respondent's agents or workforce during the performance of work, the Awarded Contractor(s) shall be responsible for the loss. The County reserves the right to require the Awarded Contractor(s) to replace the damaged property or reimburse the County for the Full Value.
- The County reserves the right to request removal of any of the Awarded Contractor(s)'s servicing personnel that the County has deemed to be unsatisfactory. The County is not obligated to provide the reasons for requesting the removal of any of the Awarded Contractor(s)'s personnel.

3. Repair Service:

- Service technicians are to report to the County representative to check in prior to any service. After obtaining the necessary instructions and building access, the technicians shall proceed to the work site.
- Service technician shall inspect the work site and report findings to County representative. No work shall commence until approval has been given by the County Representative.
- Hays County only pays for time on job site. Service technicians must check in prior to work starting and must check out when done.
- At the completion of each repair service, the Contractor shall provide a report of the Plumbing Repair service to the County Supervisor or his designee. Any findings shall be described, along with a list of materials replaced, and total hours of labor.
- At the sole discretion of the County, material may be provided to complete scope of repair work. In addition, the County shall reserve the right to bid outside of the contract when any repair service is over \$10,000.

4. Proposals for Repair Work:

- Repair proposals shall include an itemized list of materials, costs of materials, mark-up percent, labor rates and hours, equipment rental, miscellaneous service, reference location of repair and/or description, County building location of repair, and Job number (if available). Contractor(s) shall also include the appropriate hours and number of Master Plumber/Journeyman/Apprentice/Supervisor/Project Manager.
- In the event of an emergency, a formal written proposal may be waived, however Contractor shall not commence work until explicitly given approval from the County Supervisor or his designee.

5. New Installations:

- Any new installation(s) of plumbing shall be biddable at the sole discretion of the County. No guarantee is given to Contractor awarded specific route where installation will occur.

6. Warranty:

- Warranty on all parts and labor shall be provided at a minimum of 12 months. Parts provided by the County shall not be included under the 12-month warranty.

- The awarded contractor(s) will transfer any warranted to the County for any equipment and materials furnished and installed which have a manufacturer's or factory warranty period greater than one (1) year.

7. On Call/Emergency Services:

- Contractor shall be accessible by a toll-free local telephone call during regular business hours. Local off-hours answering service for emergencies shall be available for contractor notification twenty-four (24) hours a day, seven (7) days per week, all year, including holidays. The expected two (2) hour response time from initial call notification is required during business days from 7:00 AM to 5:00 PM. If the contractor is notified after business hours, or notification would result in an arrival after 7:00 PM, response time shall be expected the next business day at 7:00 AM provided a two (2) hour time window was provided from notification to expected response time.
- The Contractor shall provide on call services within 24 hours after County's notification of non-critical/ non-emergency repair service requests.
- In an event of a system failure deemed by the County as an emergency, the Contractor shall physically arrive to the County site within three (3) hours of County notification. See the table below for Service Call Classifications and approved response and completion times.
- At the discretion of the County, a separate Contractor can be contacted to respond in critical emergency events should the Contractor not respond in initial contact.

Service Call Classification	Response/Completion
Emergency	Vendor shall respond within 30 minutes of notification and work to completion or contain the emergency. (Work to be completed within 2 calendar days)
Hot/Cold	Vendor shall respond within 30 minutes and alleviate the discomfort. (Work to be completed within 2 business days)
Urgent	Vendor shall respond within 2 hours of notification during normal work hours. (Work to be completed within 3 business days)
Routine	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)
Utility Services	Vendor shall respond within one business day of notification. (Work to be completed within 5 business days)

8. Equipment Inspection:

- An initial full equipment inspection will be available to the awarded contractor(s) by site and within a timeframe that will be designated by the County's Authorized Representatives, if they so desire.
- The vendor shall have visited the facilities and shall have inspected all equipment, to be fully acquainted and familiarized with conditions as they exist, and the operations to be carried out. The vendor shall make such investigations as appropriate, to fully understand any

difficulties and restrictions involved, while attending to the execution of the work with minimal disruption to the operations of the facility.

9. Plumbing System Failures:

- Should any water or wastewater lines and fixtures be out of service for more than one (1) hour due to non-availability of part, or extended time is needed for a repair, the awarded contractor(s) shall immediately notify the County Representative who assigned the work and inform him/her of the situation and provide an estimated time for completion. Contractor(s) shall make recommendations to restore service temporarily to minimize impact to the campus community. The contractor shall make every effort to expedite the service and minimize the disruption to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of plumbing functionality.

10. Stoppage of Work:

The County reserves the right to stop work on any project if, in the opinion of the County Supervisor or his designee:

- Materials or work are not in conformance with the OEM specifications, applicable codes, standards, County specifications and/or accepted practices.
- The contractor's activities result in damage to County property.
- The contractor's activity adversely interferes with the normal operation of the facility.
- Contractor's personnel are not properly licensed to perform the work or as it pertains to county facilities the contractor's personnel have not received their security background clearances.
- Any other condition, situation, or circumstance which, in the opinion of the County's Authorized Representatives or Inspector, would be a detriment to the best interests of the County if allowed to persist.

11. Inspection of Work:

- The County reserves the right to inspect the contractor's work at any time to assure compliance with all terms and conditions of this Agreement. All work will be inspected pursuant to applicable codes. All deficiencies noted by the County will be submitted to the contractor for correction. Within thirty (30) calendar days after submission of deficiencies to the contractor, an inspection of the air conditioning system may be conducted to ensure corrective action was taken. Should the deficiencies not be corrected, the contractor shall be liable for any cost incurred by the County to ensure the correction to include, but not limited to, additional inspections, repairs and meetings.

12. Parts:

- All materials supplied to the County shall be industrial and/or commercial grade materials, whichever is better quality, in accordance with the standard of the industry.
- The Respondent is required to provide all of the equipment and materials needed to complete the work unless the items are explicitly deleted by the specific project scope. Any equipment or material given to the Respondent will be the responsibility of the Respondent once it is physically accepted by the Respondent until the work has been accepted by the County's Representative or the unused items returned in good condition according to the terms in the specific job scope. The Respondent will take possession of the material in

accordance with the terms in the specific job scope. Upon agreement the County may provide an indoor or outdoor staging area however, the Respondent will be responsible for anything stored in that area including safeguarding against all types of loss. Materials furnished by the County and not used on the job shall be returned to County's stock for credit to job.

- The Respondent shall have sufficient storage space available for materials and equipment if his office and principal place of business is located greater than fifty (50) miles from the County. The Respondent shall furnish the location of any auxiliary location being used to satisfy this requirement.

C. Qualifications

Hays County is seeking qualified HVAC Contractors with the following minimum qualifications:

- Contractor shall have at least five (5) years of similar plumbing experience and shall submit with their proposal a list of at least three (3) customer references with similar scope of services.
- All plumbing services will be provided and shall use only experienced, trained, and licensed Master and/or Journeyman Licenses. All apprentice Plumbers shall have an Apprentice card. The licenses and apprentice cards must be issued by the State of Texas.
- The Respondent shall operate their business as a Plumbing Contractor with a current and valid Texas Plumbing Contractor License and a Master Plumbing license issued by Texas State Board of Plumbing Examiners. If the Plumbing Contractor is not licensed as a Master Plumber, the Plumbing Contractor may employ an individual who has a valid and current master license assigned to the company, throughout the term of the contract.
- Respondent must obtain approval from the designated County Representative for service requiring more than one licensed plumber. The County will not pay for additional plumbers without prior written approval by the designated County Representative.

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.

RESPONSIBILITY: 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 not exceed thirty (30) pages (15 sheets front and back) in length, but not including:

- **Front and Rear Covers**
- **Letter of Transmittal:** RFP Subject Line, name of Vendor, address, telephone number, name of contact person, and signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Items that count towards the 30-page limit

- **Profile/Experience of the Organization**
 - 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 five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) 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.
 - 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.
 - Quality Assurance Plan
 - Implementation Schedule
- **Fee Schedule**
 - Attachment A: Fee Schedule
- **Quality Assurance & Control Plan**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted and should not exceed fifteen (15) pages front and back, not including the appendix materials.

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. **Experience of the Company** **30 points**
Respondents Qualifications and References. Company history with biographies and/or resumes for principal contacts, and company certifications. References and recommendations from current or former clients.
2. **Pricing** **30 points**
The lowest/best price will not be used as the sole basis for entering into this contract; rather, an award will be made to the organization providing the best value, cost and other factors considered.
3. **Capacity to Perform** **40 points**
Proposed methodology of delivering goods or services, the extent to which the methodology meets the County's needs, quality of goods and services proposed, and Respondents ability to provide the good and/or services.

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

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 PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing 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 V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred twenty (120) calendar days.

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

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the

written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

H. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

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

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

4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

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

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

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

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right 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:

Business Automobile Liability:	
Bodily Injury (Each person)	\$250,000.00

Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
<hr/> Commercial General Liability (Including Contractual Liability):	
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$ 100,000.00
Medical Expenses	\$ 10,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
<hr/> Excess Liability:	
Umbrella Form	Not Required
<hr/> Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements, and the following
Employers Liability – Each Accident	\$1,000,000.00
Employers Liability – Each Employee	\$1,000,000.00
Employers Liability – Policy Limit	\$1,000,000.00

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

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

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 For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received _____	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> 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.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> Name of Officer </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. <div style="margin-left: 40px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> 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). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 </div>		
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.

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 of 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 (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.

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
Assistant County Auditor
stephanie.hunt@co.hays.tx.us

December 6, 2022

ADDENDUM #1 RFP 2023-P03 Countywide Plumbing

Please find attached Addendum #1 to **RFP 2023-P03 Countywide Plumbing**. 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 2023-P03 Countywide Plumbing

Questions:

1. If awarded this contract and there is new construction/new building, would we still be able to bid on it if a formal procurement was released?
 - *Yes*

2. Will the County supply their own materials?
 - *Per III. Specifications, B. Scope of Work #3 Repair Services:
At the sole discretion of the County, material may be provided to complete scope of repair work.*
 - *Per III. Specifications, B. Scope of Work #4 Proposals for Repair Work:
Repair proposals shall include an itemized list of materials...If the County Chooses to provide their own materials, then the awarded contractor will provide a needed materials list to the department to ensure the correct materials are ordered and do not cause a delay in the repair.*

3. Is there a spot of "minimum charge"?
 - *On Attachment A: Fee Schedule, list under "Other Charges" section.*



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Manchaca, Texas 78652
(512) 593-6001
<http://www.simechanical.com>
TACLA458925C / M-40866

Hays County Purchasing Office
Attn: Hays County Purchasing
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666

RFP 2022-P03 Countywide Plumbing Services

Proposals Due: Wednesday, December 14, 2022, 11:00a.m.

Regulated by the Department of Licensing and Regulation
PO Box 12157
Austin, Texas 78711
1-800-803-9202
<http://www.license.state.tx.us/>



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Letter of Transmittal

Subject: RFP 2022-P03 Countywide Plumbing Services

Vendor Name: SI Mechanical, LLC

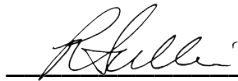
Mailing Address: P.O. Box 1589, Buda, TX 78610

Physical Address: 5198 FM 1327, Creedmoor, TX 78610

Phone Number: (512)-593-6001

Email: Rileys@simechanical.com

Name of Contact Person: Riley Sullivan



Signature

12-13-2022

Date



PO Box 1617
Manchaca, Texas 78652
(512) 593-6001
<http://www.simechanical.com>
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- Key Personnel
- Capacity to Perform
- Fee Schedules
- Quality Assurance & Control Plan
- Appendix



PO Box 1617
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Profile/Experience of the Company (SI Mechanical, LLC)

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PROFILE & LITIGATION

ABOUT SI MECHANICAL LLC

SI Mechanical has been in business since 2012. We are a full-service mechanical contractor with extensive experience in sheetmetal, chilled water, heating water, steam, refrigeration and industrial piping and plumbing systems. SI Mechanical has been a member of Local 286 Plumbers and Pipefitters Union since 2014. Our specialty is mid-sized piping, sheetmetal and plumbing projects up to \$15,000,000. Our seasoned craftsmen are accustomed to working in schools, hospitals, mission critical data centers and other operating facilities. Critical planning and coordination is our forte. We make commitments and we follow through. SI Mechanical LLC has NEVER failed to meet a deadline.

SI Mechanical LLC currently employs more than 100 field employees. Our experience with medical work and critical systems shows in the details. Our in-house processes for quality control and critical planning is what sets us apart from others. We are a proven entity who continues to grow rapidly through repeat business.

LITIGATION

SI Mechanical LLC has no previous or pending lawsuits or allegations since its inception in 2012.

RELEVAT EXPERIENCE & QUALIFICATIONS

RECENT RELATIVE EXPERIENCE

UT ASH ERP – Plumbing and HVAC renovation/ground up of (4) buildings at Austin State Hospital. This work was contracted with Turner Construction. Contract value - \$2,200,000

Blazier Relief School – HVAC Ground up construction of new AISD school. Chilled water and heating water piping. AHU's, Chiller's, Boilers, VAV's. This work was contracted with American Constructors. Contract Value - \$4,600,000

UT Belmont - Complete plumbing sanitary riser(s) replacement in one summer. This included all 12 floors at Belmont tower at Darrell K Royal Memorial Stadium. This work was contracted with Kitchell Contractors. Contract Value - \$ 1,100,000

Lake Travis Middle School #3 – Completed first quarter 2019. Eight Buildings, 240,000 SF, Chilled water, geothermal and DX packaged cooling equipment. This work was contracted with American Constructors. Contract Value - \$2,995,601

UT CPE – Existing 5 story building HVAC renovation. (4) custom air handlers. New heating water and chilled water piping. Outdoor exposed round ductwork up to 76". This work was contracted with QA Construction Contract Value - \$2,700,000

Dripping Spring E.S 2019 Summer Renovation – HVAC & Plumbing Renovation. Complete school restroom plumbing renovation. HVAC mechanical room renovation. All new piping. (2) boilers, (1) Cooling tower, (4) Pumps. This was contracted with Cadence McShane. Contract Value - \$1,500,000

TCEQ Park 35 Building A – HVAC Mechanical yard renovation. (1) chiller, (1) cooling tower, (2) boilers. New chilled water and heating water piping coordinated with a large occupied building. This work was contracted with Kitchell Contractors. Contract value - \$960,000.

HPE @ Paloma Creek Tennent Finish out - Complete HVAC 1st floor finish out. Fan powered boxes and VAV's, (5) CRAC units. This work was contracted with Turner Construction. Contract Value - \$1,000,000.

Texas State O' Henry Hall Renovation – Contracted with Flynn Construction to replace ductwork, VAVs and install new central plant with Chiller, Boiler and pumps. Contract Value - \$1,019,148

Leander ISD Giddens Elementary School and Leander Middle School – Complete replacement of water source heat pumps, ductwork and loop pumps. Phase 1 Completed Summer 2018 with Joeris General Contractors. Contract Value - \$2,135,697

Westlake High School - Chiller and Air Handler Upgrades included new 600 ton magnetic bearing chiller and upgrades to central plant piping. This work was contracted with American Constructors. Contract Value - \$1,462,430

Sunset Valley Elementary – Chiller Piping and Custom Air handler Upgrades – This work was contracted with Joeris General Contractors. Contract Value - \$1,013,304

McCallum High School – This project included the removal and replacement of boiler plant piping and pumps for the annex portion of the high school. This work was contracted with American Constructors. Contract Value - \$600,005

Pipe Fabrication

SI Mechanical has the capability to fabricate large projects offsite. We specialize in industrial hydronic piping fabrication. Our quality control department monitors every aspect of fabrication from reviewing MTRs, welding procedures, certifications, weld mapping, testing and inspections. We have a distinct advantage for being able to start the project before the building and structures are complete. Field production improves because field labor is installing hangers and getting ready to receive spools simultaneously with fabrication. This also allows for more control over just in time deliveries.

SI Mechanical has also partnered with Winston Water Cooler for pipe, valves and fittings. Winston Water Cooler is a large stocking distributor of domestic piping located just down the road from our fab shop. Winston Water Cooler has experience in working with tough customers such as Austin Energy and The University of Texas. Winston Water Cooler is a State Certified WBE/HUB.

Subcontractors and Suppliers

Insulation

Chaparral Insulation
Blue-Tex Insulation
Colorado Mechanical

Pumps and Hydronic Specialties

Texas Air Systems
Oslin Nation Co
Mechanical Reps

Rigging, Hoisting and Equipment Setting

Austin Crane
Able Machinery Movers
C Young and Co

Air Handlers

Trane
York
Carrier
HTS

Water Treatment

ChemCal
Nalco
Garrett-Callahan

Fans and Air Devices

Mechanical Reps
Texas Air Products
Lashley South Texas

Piping Passivation

ChemCal
Nalco
Garrett-Callahan

Chillers

York
Trane
Carrier

Testing and Balancing

Air Technologies, Inc.
PHI Service
TAB Solutions

Cooling Towers

Dreher and Assoc (Marley)
Hank Gray (Evapco)
Texas Air Systems (BAC)

Relevant Experience and Qualifications - SI Mechanical LLC

Allen Bradley PLC Controls

Primer Controls
Walker Industrial

Building Automation System

Siemens
Climatec
Johnson Controls

Public Service Contracts

SI Mechanical LLC currently holds service contracts or purchasing agreements with the following entities:

- Texas SmartBuy
- BuyBoard
- Texas Facilities Commission Service Agreement for HVAC since 2014
- Texas Facilities Commission Service Agreement for Plumbing since 2014
- Dripping Springs ISD HVAC since 2015
- Dripping Springs ISD Plumbing since 2015
- Hays CISD HVAC since 2020
- Hays CISD Plumbing since 2020
- Hays County Government Services HVAC since 2015
- Hays County Government Services Plumbing since 2015
- Hays Co Jail HVAC since 2015
- Hays Co Jail Plumbing since 2015
- Austin ISD HVAC since 2018
- Austin ISD Plumbing since 2018
- The University of Texas HVAC since 2020
- The University of Texas Plumbing since 2020
- Employee Retirement Systems of Texas Plumbing since 2020

DESCRIPTION OF SERVICE PERSONAL EXPERIENCE & QAULIFICATIONS:

(a) HVAC and HVAC Maintenance – Requires TDLR Class A A/C and Refrigeration License and EPA Certified, Universal

1. Michael Irwin – TDLR LIC# TACLA45892C & EPA Certified
2. Monty Ramage – Master Plumber, Lochinvar Boiler Certified Technician, RayPak Boiler Certified Technician, RBI Boiler Certified Technician, & EPA Certified
3. Javier Chavez – NATE Certified HVAC Technician from Southern Careers Institute – Austin Texas, Yaskawa VFD Certified Technician, & EPA Certified.
4. Jose Garibay – NATE Certified HVAC Technician & EPA Certified.
5. Brandon Mendez – NATE Certified HVAC Technician & EPA Certified.
6. Ryan Gomez – NATE Certified HVAC Technician from Southern Careers Institute – Austin Texas & EPA Certified.

(b) Insulation Services – Pipe and Duct

1. Javier Chavez – 2 years experience of insulating various pipe diameters and duct sizes with Fiberglass and close cell insulation. Plus, exterior jacketing.

(c) A/C Compressor Repair and Replacement

1. All technicians mentioned above have multiple years of experience with 1-ton to 80-ton compressor repairs, installs, and replacements with various manufacturers (i.e., Trane, Coppeland and Danfoss).

(d) UV Lights – New Install and Replacement

1. All technicians mentioned above have multiple years of experience with install and repairing uv lights with various manufacturers (i.e., Remi Halo and Dust Free Active).

(e) Air Compressor Repairs

1. Monty Ramage and Don Rupe have a combine 67 years of experience with installing, maintaining, and repairing various manufacturers of air compressor (i.e., Ingersoll Rand and Atlas Copco).

(f) Pump Repairs and Replacement

1. All technicians mentioned above have multiple years of experience with install, maintaining, and repairing pumps with various manufacturers (i.e., Armstrong, Dell & Gossett, and Dayton).

(g) Variable Refrigerant Flow (VRF) Maintenance and Repair

1. Don Rupe – 15 years experience of VRF maintenance, installs and repairs with various manufacturers (i.e., Daikin, Trane & Mitsubishi).

(h) Air Handler Unit (AHU) Maintenance and Repair

1. All technicians mentioned above have multiple years of experience with 1-ton to 80-ton Air Handler repairs, installs, and replacements with various manufacturers (i.e., Trane, York, Carrier, Lennox, and AAON).

(i) Compressor Maintenance and Repair

1. All technicians mentioned above have multiple years of experience with 1-ton to 80-ton compressor repairs and replacements with various manufacturers (i.e., Trane, Coppeland and Danfoss).

(j) Computer Room Air Conditioning (CRAC) Units Maintenance and Repair

1. All technicians mentioned above have multiple years of experience with 1-ton to 40-ton CRAC Units repairs, installs, and replacements with various manufacturers (i.e., Liebert, Stulz and Data Air).

(k) Centrifugal and Inline Pumps

1. All technicians mentioned above have multiple years of experience with install, maintaining, and repairing centrifugal and inline pumps with various manufacturers (i.e., Goulds and Armstrong).



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Key Personal

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KEY PERSONAL & ORGANIZATIONAL CHART:

COMPANY ORGANIZATION:

PROJECT EXECUTIVES

Mike Irwin – President / Phone#: (512) 593-6001 ext. 105 / Email: Mikei@simechanical.com

- Oversees the business office
- Responsible for oversight of project management team
- Manages CADD department and fabrication

Philip Shultz - Vice President / Phone#: (512) 593-6001 ext. 106 / Email: Philips@simechanical.com

- Oversees field operations
- Responsible for safety department
- Manages the service department

Riley Sullivan – General Manager / Phone#: (512) 593-6001 ext. 107 / Email: Rileys@simechanical.com

- Oversees preconstruction services and estimating
- Sales manager for construction and service
- Responsible for business development

SAFETY DEPARTMENT

Greg Gaddy – Safety Manager / Phone#: (512) 571-6859 / Email: Gregg@simechanical.com

- 11 years experience
- Certified OSHA Instructor
- Conducts monthly safety meetings and safety audits
- Reports to Vice President

QUALITY CONTROL AND COMMISSIONING

Jose Yanez – Start-up Manager / Phone#: (512) 568-4019 / Email: Josey@simechanical.com

- 18 years experience in construction
- Responsible for pre-functional and functional testing
- Coordinates with other trades for proper start-up and testing
- Oversees completion of deficiencies and internal punch list

PLUMBING SERVICE

Josh Abbott – Service Manager / Phone#: (512) 423-2970 / Email: Josh@siemchanical.com

- 6 years experience in estimating and project management
- Project Manager for JOC Contracts and Service Projects
- Submittals, purchasing and project administration
- Coordinates labor requirements with labor managers
- Manages contracts with AISD, Dripping Springs, UT, Texas State, TFC, Hays County
- Competent in HVAC, plumbing and sheetmetal estimating and installation



PLUMBING SERVICE (CONTINUED)

Tiffany Smith – Service Coordinator / Phone#: (512) 593-6001 ext. 103 / Email:
Tiffanys@simechanical.com

- 7 years experience
- Customer service, dispatching and scheduling
- Coordination, purchasing and project administration
- Project billing and compliance

Monty Ramage – HVAC Piping and Plumbing Supervisor / Phone#: (512) 481-4881 / Email:
willaimr@simechanical.com

- 32 years experience in service and repair
- Experience in refrigeration, DDC controls, mechanical and electrical
- Mechanical and electrical troubleshooting and diagnostics
- Boiler and water heater specialists
- Master Plumbing License
- Backflow Certified

Thomas Johnson – Plumbing Service Technician

- 18 years experience
- Specializing in commercial maintenance and repair
- Install and troubleshoot plumbing systems
- Conducts annual hydro jetting and line cleaning
- Master Plumbing License

Seth Alsobrooks – Plumbing Service Technician

- 15 years experience
- Specializing in commercial maintenance and repair
- Install and troubleshoot plumbing systems
- Conducts annual hydro jetting and line cleaning
- Master Plumbing License
- Backflow Certified

Cole Dees – Plumbing Service Technician

- 2 years experience
- Specializing in commercial maintenance and repair
- Install and troubleshoot plumbing systems
- Conducts annual hydro jetting and line cleaning
- Journeyman Plumbing License



PLUMBING SERVICE (CONTINUED)

Thomas Gleason – Plumbing Service Apprentice

- 3 years experience
 - 2 years experience
 - Highly technical and has a good understanding of plumbing basics and terminology
 - Trained in plumbing systems maintenance (i.e., drain cleaning and unstopping).
 - Trained in use of sewer machines and hydro jetters.
 - Apprentice Plumbing License Conducts annual hydro jetting and line cleaning
 - Master Plumbing License
-



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CAPACITY TO PERFORM

SI Mechanical LLC uses a on call rotation for emergency service repairs. This line is monitored 24/7 to ensure responsiveness to all emergencies. Next, cell phone numbers for all contacts are provided to the customer. In extreme emergencies, we understand that multiple people need to be informed. The best way to get a response after hours is through cell phones. And finally, Owner's Riley Sullivan and Philip Shultz provide their cell phone numbers to our customers. If the situation warrants special handling, both Philip and Riley can expand the call to other distant resources to ensure immediate response.

SI Mechanical LLC has performed work all over the state and out of state. The company philosophy is to send a qualified proven leader to the site to maintain leadership amongst the crews. The decision to send a superintendent or a project manager is based on job requirements.

SI Mechanical LLC communicates with the owner through daily reports, pictures and videos. These items are uploaded to the Autodesk Build site or emailed directly to the Owner's rep. We also have a service portal that can be accessed for history of work orders. Details regarding specific communication protocols and expectations can be customized for each Owner's rep.

SI Mechanical LLC has a large employee base. We can vary the manpower based on job requirements. When the project is prices we will assess the required manpower to meet the schedule. Should a situation occur that delays tasks in the critical path, then SI Mechanical will utilized various tools to expedite the remaining tasks. Some of these tools include, overtime, additional manpower, expedited shipping or compartmentalizing areas for the advancement of other trades.

SI Mechanical LLC handles warranty repairs as it does new contracts. When we get a call for a warranty repair, we quickly mobilize and diagnose the issue. Repairs are normally underway immediately. The only difference being the travel time to get to the site. The sense of urgency is the same for all warranty issues.

Unforeseen conditions are reported immediately. The impacts of the conditions are made known as soon as possible. The action plan for handling the unforeseen condition is provided to the client for approval. Any cost impacts are highlighted and pricing is provided immediately. It is important to get as much information to the Client as soon as possible. The final decisions regarding the unforeseen condition is fully supported by SI Mechanical LLC.

Implementation – Service work will begin immediately. We will schedule with the Sheriff's Department on when to start the PM.



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Quality Assurance & Control Plan

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PO Box 1589

Buda, Texas 78610

Phone: (512) 593-6001

Fax: (512) 782-2174

HVAC-Mechanical Quality Manual

Operating Policies of the SI MECHANICAL Quality System

Version: 202161

Version	Version notes
20141228	Initial issue

Approval Signature and Date: Mike Irwin 06/01/21

Michael Irwin, President/ June 1, 2021

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QUALITY MANUAL

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HVAC QUALITY POLICY

SI Mechanical is committed to quality. Our objective is to safely deliver 100 percent complete construction projects that meet all contract and customer expectations the first time, every time. Our commitment to quality means:

- Every SI Mechanical employee is responsible for fully implementing and complying with all provisions of the SI Mechanical quality system.
- Our quality standards meet or exceed all applicable regulations, codes, industry standards, and manufacturer specifications as well as with our customers' contract and individual requirements.
- We stand behind our work. We inspect every work task to assure conformance to the project requirements. Should problems be found, we correct them.
- We are always improving. All employees receive regular training to make systematic improvements to remove quality risks and enhance quality performance.

We conduct our work with dignity and respect for the customer, our subcontractor and supplier partners, and ourselves.

Michael Irwin, President/ June 1, 2021

PROJECT QUALITY MANAGEMENT

The President forms a team consisting of a Quality Manager, Project Manager, and Superintendent.

First, the Quality Manager assembles a set of project specifications that includes customer specifications and requirements, regulations, industry standards, product instructions, and SI Mechanical quality standards. SI Mechanical operating policies assure compliance to the project specifications.

The Quality Manager evaluates personnel, subcontractors and suppliers, materials, and suppliers, and ensures that only those that are capable and qualified are included on the project. Training is provided to ensure that all personnel involved understand their project work task requirements as well as their quality responsibilities and authorities.

The Quality Manager then details how the quality is controlled throughout the construction process through a listing of all work task inspections and tests that will be performed.

As the project proceeds and prior to starting each construction work task, the Superintendent coordinates detailed quality requirements and resources, working conditions, and communicates them through a meeting with all interested parties. The Superintendent amends work task inspection checklists with items for heightened awareness based on the concerns of all parties.

The subcontractors and suppliers, Superintendent, and Quality Manager use inspection checklists to monitor conformance of each work task to the project specifications before, during, and at completion. Laboratory and functional tests are performed to assure performance results.

Should quality nonconformances occur, they are systematically segregated, controlled and corrected. Improvements are made to prevent recurrences.

Throughout the project, the Quality Manager performs on-site quality audits to ensure that the SI Mechanical Quality System is operating effectively.

1. QUALITY SYSTEM MANAGEMENT AND RESPONSIBILITIES

SYSTEM OF PERSONAL QUALITY ACCOUNTABILITY

1.1. OVERVIEW

Responsibilities for quality are specified not only for compliance with policies and procedures but also so that decisions are based on principles that ensure quality.

Documented responsibilities ensure that expected behaviors are communicated throughout the company rather than left to discretionary interpretation.

1.2. SI MECHANICAL QUALITY POLICY

Quality is everyone's responsibility. The President holds everyone in the organization personally accountable for adhering to the SI Mechanical Quality System policies and procedures.

The SI Mechanical Quality Policy describes the SI Mechanical commitment to quality and reinforces compliance with the Quality System.

The President communicates the Quality Policy message throughout the company so that all employees understand their respective quality responsibilities.

The President reviews the SI Mechanical Quality Policy with all employees at least annually.

The President ensures that a copy of the SI Mechanical Quality Policy is distributed to all employees and is posted in all offices.

1.3. QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

1.3.1. PRESIDENT: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

While everyone is responsible for quality, the President is the one person in the company ultimately responsible for quality. Regardless of other duties, quality responsibilities of the President include:

- Ensuring that each employee understands his or her quality responsibilities as well as SI Mechanical quality policies
- Establishing company quality policies and objectives
- Conducting management reviews of the SI Mechanical Quality System
- Ensuring the availability of necessary resources and information for effective operation of the Quality System
- Demonstrating commitment to the SI Mechanical Quality System and its integrity
- Ensuring achievement of SI Mechanical quality objectives
- Continuously improving the Quality System
- Fully support the Quality Manager in the execution of assigned quality responsibilities

1.3.2. QUALITY MANAGER: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

The Quality Manager is responsible for ensuring the overall effectiveness of the Quality System for a specific project. Regardless of other duties, the Quality Manager is responsible for:

- Planning project quality controls required by the SI Mechanical quality systems and contract requirements
- Fully implementing all provisions of the SI Mechanical Quality System and related documents on the project.
- Manage the operation of the SI Mechanical Quality System on the project.
- Implement and manage all phases of quality control
- Communicating project-specific quality requirements to all affected departments, subcontractors and suppliers, and customers
- Ensuring that the Quality System is established and implemented by persons doing work that impacts quality
- Monitoring progress of activities
- Identify quality problems
- Ensuring that the Quality System is maintained
- Acting as the project quality liaison with parties outside the company on matters relating to quality
- Performing periodic quality system reviews and audits
- Reporting to senior management on performance of the Quality System, including needed improvements
- Review and approval of all project Quality System records
- Review and approval of project quality-related contract submittals
- Managing all project inspection and quality control activities
- Controlling corrective actions
- Verify implementation of corrective actions and preventive actions
- Resolving quality nonconformances

The Quality Manager has the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect
- Prevent the use of equipment or materials that may adversely affect quality or cover up a defect
- To direct the removal and replacement of any non-conforming work, equipment, or material by SI Mechanical, any subcontractor, or any supplier.
- Suspend work and/or supply of materials by any staff member, subcontractor personnel, or supplier as deemed necessary to assure quality results.

Alternate Quality Managers acting in the role of the project Quality Manager has the same quality duties, responsibilities and authority as the project Quality Manager.

1.3.3. PROJECT MANAGER: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

The Project Manager is the one person responsible for management of a specific project. Regardless of other duties, the Project Manager is responsible for:

- Demonstrating commitment to the SI Mechanical Quality System and its integrity
- Ensuring achievement of project quality objectives
- Providing adequate resources for effective operation of the Quality System on the project
- Ensuring that each design employee understands his or her quality responsibilities as well as SI Mechanical quality policies
- Ensuring that each project employee understands his or her quality responsibilities as well as SI Mechanical quality policies

- Conducting management reviews of the SI Mechanical Quality System
- Ensuring the availability of necessary resources and information for effective operation of the SI Mechanical Quality System

The Project Manager has authority to:

- Stop work when continuing work adversely affects quality or covers up a defect
- Prevent the use of equipment or materials that would adversely affect quality or cover up a defect
- Suspend work and/or supply of materials by any staff member, subcontractor personnel, or supplier as deemed necessary to assure quality results.

1.3.4. SUPERINTENDENT: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

A Superintendent verifies that work performed by subcontractors and suppliers and SI Mechanical work crews conforms to SI Mechanical quality standards. The President appoints one or more Superintendents for each project.

A Superintendent has specific responsibilities for:

- Ensuring that work meets government regulatory and code requirements, customer requirements, contract requirements, contract technical specifications, contract drawings, approved contract submittals, and company quality standards and specifications
- Ensuring that subcontractors and suppliers begin work in accordance with SI Mechanical start-work policies
- Ensuring that subcontractors and suppliers receive a notice to work only when conditions will not adversely affect quality results
- Conducting quality inspections, tests, and recording findings
- Accurately assessing subcontractor quality and on-time performance
- Ensuring that quality standards are achieved before approving subcontractor or work crew completion of work

The Superintendent has the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect
- Prevent the use of equipment or materials that may adversely affect quality
- Direct the removal or replacement of any non-conforming work, equipment, or material
- Suspend work and/or supply of materials as deemed necessary to assure quality results

Alternate Superintendent has the same quality duties, responsibilities and authority as the Superintendent. Multiple Superintendents may be assigned to the project.

1.3.5. ALL EMPLOYEES: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

All employees have quality responsibilities that include:

- Conformance to project quality requirements
- Compliance with the project quality plan
- Meeting or exceeding all applicable regulations, codes, industry standards, and manufacturer specifications as well as meeting or exceeding our customers' contract and individual requirements.

All employees have the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect
- Prevent the use of equipment or materials that may adversely affect quality

1.4. QUALITY SYSTEM PERFORMANCE MEASURES

Company-wide quality performance measures evaluate the effectiveness of the Quality System. The following indicators are the primary measures of quality performance:

- Number of customer correction items identified at the project closeout quality inspection
- Customer satisfaction feedback

At least annually, President(s) evaluate SI Mechanical quality performance and set improvement goals.

1.5. CUSTOMER SATISFACTION PERFORMANCE MEASURES

SI Mechanical obtains feedback after project completion on whether customer quality expectations are being met, and to what extent. The President analyzes customer satisfaction data to determine opportunities for improvement and address any items of customer dissatisfaction.

1.6. EXCEPTIONS

Exceptions to the SI Mechanical Quality System and customer contract requirements are tightly controlled:

- Exceptions to compliance to contract specifications are approved only by the customer and the Quality Manager.
- Exceptions to the SI Mechanical Quality System not specified by contract requirements are approved only by President or the Quality Manager.

Exceptions are recorded in memoranda, change orders (Section 3.4.6 Change Order), or otherwise clearly documented.

2. PROJECT QUALITY ASSURANCE/QUALITY CONTROL PLAN

2.1. OVERVIEW

After SI Mechanical is awarded a contract to carry out a construction project, the President forms a team consisting of a Quality Manager, Project Manager, and Superintendent.

First, the Quality Manager develops a set of project specifications that align project requirements with customer specifications and requirements, regulations, industry standards, product instructions, and SI Mechanical quality standards.

The Quality Manager evaluates personnel, subcontractors and suppliers, materials, and suppliers, and ensures that only those that are capable and qualified are included on the project. Training is provided to ensure that all personnel involved in the project understand their quality responsibilities and authorities.

The Quality Manager then details how the quality is controlled throughout the construction process through a quality inspection and test plan that specifies requirements and pass/fail criteria for quality inspections and tests. SI Mechanical operating policies assure compliance to the project specifications.

As the project proceeds and prior to starting each construction task, the Superintendent coordinates detailed requirements and resources, site conditions, and communicates them through a meeting with all interested parties. The Superintendent amends inspection specific checklists with items for heightened awareness based on the concerns of all parties.

The subcontractors and suppliers and Superintendent use the quality inspection forms to monitor execution of the construction process through a series of quality inspections before, during, and at the completion of each construction task. Laboratory and functional tests are performed to assure performance results.

Should nonconformances occur, they are systematically controlled and corrected. Improvements are made to prevent recurrences.

Throughout the project there are standard operating procedures and forms for creating, maintaining, and controlling quality documents and records.

Throughout the project, the Quality Manager performs on-site quality audits to ensure that the SI Mechanical Quality System is operating effectively.

2.2. SI MECHANICAL PROJECT LICENSE AND QUALIFICATION REQUIREMENTS

The Quality Manager identifies company license and qualification credentials required by contract specifications and government regulators. The Quality Manager obtains records, certificates, and license records that provide verification of SI Mechanical] credentials.

2.2.1.1. REQUIRED COMPANY LICENSES AND CERTIFICATIONS

The Quality Manager defines quality-related company credentials for each project work task that affects quality.

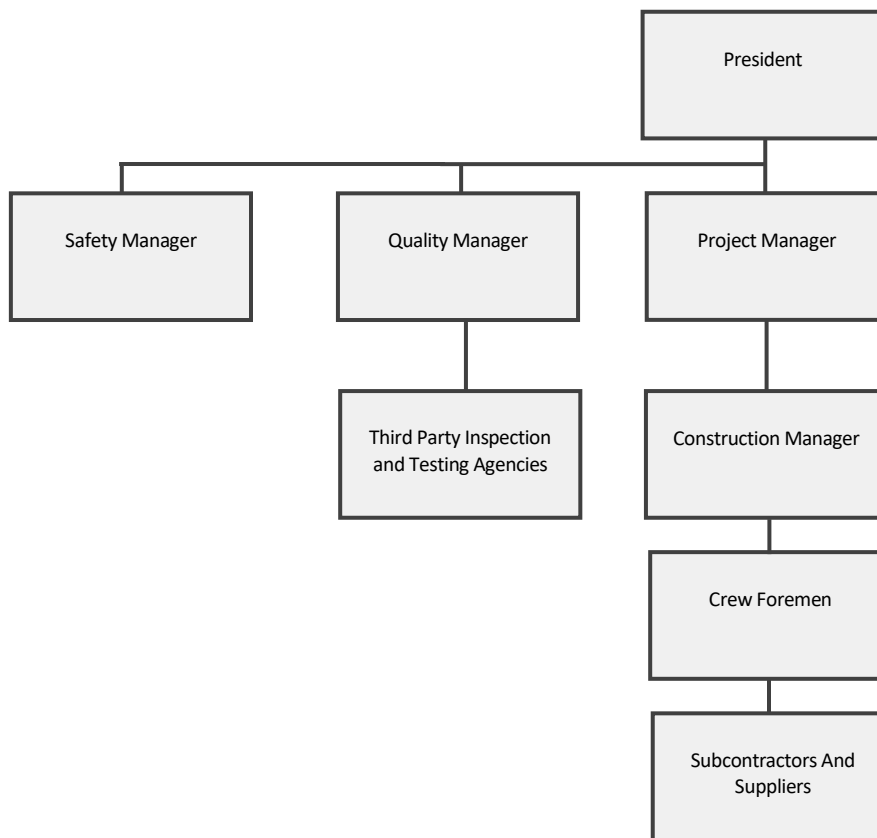
2.3. PROJECT PERSONNEL AND QUALIFICATIONS

2.3.1. PROJECT ORGANIZATION CHART

The President defines the organization chart for the project. The organizational chart includes job titles, names of assigned personnel, and organizational and administrative interfaces with the customer. The organization chart defines lines of authority as indicated by solid connection; dotted lines indicate lines of communication. The lines of authority preserve independence of quality control personnel from the pressures of production.

When a person with authority is unavailable only a person with higher authority may assume the responsibility of the unavailable person.

The President assesses the qualification requirements for each position on the project organization chart, qualifications of each person, and then appoints only qualified persons to the project organization.



2.3.2. APPOINTMENT OF KEY PROJECT PERSONNEL

The President forms a project management team consisting of:

- A Quality Manager
- A Project Manager
- A Superintendent
- A Safety Manager (if required)

The President appoints qualified persons to each project management job position with specific quality responsibilities and authorities. The President assesses the qualifications of each person before the appointment is made.

The President keeps a record of the appointment and signs the document. The person accepts the appointment by signing a declaration as a competent person.

2.3.3. PERSONNEL QUALIFICATIONS

The Quality Manager qualifies employee capabilities to ensure that they are capable of completely carrying out their assigned quality responsibilities including the following capabilities:

- Knowledge of Company quality standards
- Knowledge of job responsibilities and authority
- Demonstrated skills and knowledge
- Demonstrated ability
- Demonstrated results
- Required training
- Required experience

The Quality Manager also evaluates independent contractor personnel on the same standards that apply to employees.

2.3.3.1. REQUIRED LICENSES AND CERTIFICATIONS

The Quality Manager defines quality-related credentials for each project job position that affects quality.

PERSONNEL CERTIFICATION REQUIREMENTS

Personnel certifications are required for the following:

Personnel Certifications and Licenses			
Division	Certification or License Title	Reference Standard No.	Reference Standard Title
23	Welders to structural steel	AWS D1.1/D1.1M	Structural Welding Code - Reinforcing Steel
23	Welders for boilers and associated piping	ASME BPVC SEC IX	BPVC Section IX-Welding and Brazing Qualifications
23	Refrigerant Recovery Technician	EPA 608	EPA Certification

2.4. PROJECT QUALITY ASSURANCE/QUALITY CONTROL PLAN

Before project work begins, the Project Manager prepares a construction process plan that defines the sequence of each work task and related quality inspections. The construction process plan is documented through an integrated and coordinated set of documents that includes:

- A schedule consisting of a sequence of each work task and activities required to complete a project
- The customer contract (Section 3 Contract Specifications) including contract technical specifications and contract drawings
- Required quality inspections and tests (Section 8.2 Required Work Task Quality Inspections and Tests) and the project Quality Inspection and Test Plan when required
- The Contract Submittal Schedule (Section 3.4.1 Contract Submittal Schedule)

2.5. IDENTIFICATION OF QUALITY CONTROLLED WORK TASKS

The Quality Manager identifies each phase of construction work task that requires separate quality controls. Each work task triggers a set of requirements for quality control inspections before, during and after work tasks.

2.6. PROJECT QUALITY INSPECTION AND TEST PLAN

The Quality Manager prepares quality inspection and test plans for a project that identifies:

- Each required quality inspection and/or test
- Inspection and test specifications for each required quality inspection or test
- Hold points for customer quality inspection
- Specification requirements for each quality inspection and test

2.7. PROJECT QUALITY COMMUNICATIONS PLAN

After SI Mechanical is awarded a contract, the Project Manager plans the methods of communications among the customer, subcontractors and suppliers and SI Mechanical.

2.8. PROJECT QUALITY TRAINING PLAN

The Quality Manager ensures that all employees receive training relevant to their quality responsibilities.

The Quality Manager ensures that all subcontractors and suppliers receive training on relevant elements of the SI Mechanical Quality System, Project Quality Assurance/Quality Control Plan, and quality standards.

The Quality Manager identifies the training needs of all personnel performing activities that affect quality. Training topics may include:

- The SI Mechanical Quality System
- The SI Mechanical Quality Policy
- Quality standards cited in the Quality Manual, or project documents, or records
- Relevant quality standard operating procedures

2.9. CUSTOMER TRAINING ON OPERATION AND MAINTENANCE

During the project closeout phase, the Quality Manager trains customers on the operation and maintenance of the completed project, including as applicable:

- A review of as-built drawings
- Installed product identification and warranty requirements
- A review of documentation regarding start-up, operation, and shutdown
- Normal adjustments and maintenance requirements
- Limitations on use

2.10. PROJECT RECORDS AND DOCUMENTATION PLAN

The Quality Manager identifies the quality records that will be maintained during the planning and execution of the project. Considerations include:

- Contract requirements for maintaining records
- The size of the project
- Types of activities
- The complexity of processes and their interactions
- The competence of personnel
- The duration of the project
- The need to demonstrate completion of work
- The need to demonstrate due diligence for quality system related activities
- Balancing the cost and benefits of maintaining the record

2.11. PROJECT AUDIT PLAN

The Quality Manager identifies the frequency of project quality audit that will be conducted during the project and the job position that will conduct the audits. Considerations include:

- The size of the project
- The complexity of processes and their interactions
- The duration of the project

3. CONTRACT SPECIFICATIONS

DEFINE CUSTOMER QUALITY EXPECTATIONS

3.1. OVERVIEW

Fulfilling customer contract expectations is a primary objective of the SI Mechanical Quality System. To ensure that customer expectations will be fulfilled, SI Mechanical clearly defines the requirements for each contract before it is approved.

The Project Manager ensures that the information in customer contracts clearly defines customer expectations and that the necessary details are provided to set requirements for construction.

3.2. CONTRACT TECHNICAL SPECIFICATIONS

The Project Manager obtains contract technical specifications from the customer.

For each specific contract, The President identifies supplemental technical specifications on the Project Quality Assurance/Quality Control Plan when they are not otherwise specified by the contract or the approved drawings. Superintendents have jobsite access to contract technical specifications for the construction activities they supervise.

All SI Mechanical activities comply with the contract technical specifications.

3.3. CONTRACT DRAWINGS

The Project Manager obtains customer supplied drawings that have been approved by local government regulators. Superintendents have jobsite access to approved architectural drawings for the construction they supervise.

All SI Mechanical activities comply with the drawing details and specifications cited in the drawings.

3.3.1.1. AS-BUILT RED-LINE DRAWINGS

As the project progresses, the Superintendent will mark the original design drawings to indicate as-built conditions including changes to specified materials, dimensions, locations, or other features.

3.4. CONTRACT SUBMITTALS

The Quality Manager prepares submittals that provide additional details of how SI Mechanical plans to carry out quality-related aspects of the customer contract, contract technical specifications, and contract drawings and reporting of quality records to the customer.

The Quality Manager lists, schedules, and approves all quality-related submittals that are required by the project including submittals prepared by subcontractors and suppliers. The Quality Manager must review all submittals for compliance with the requirements of the SI Mechanical Quality System. The Quality Manager must sign approval of each contract submittal.

SI Mechanical extends compliance to contract specifications to all customer approved submittals. All SI Mechanical activities comply with customer approved submittals.

3.4.1. CONTRACT SUBMITTAL SCHEDULE

The Project Manager identifies submittals that apply to a specific contract and when they should be submitted, including:

- Contract requirement reference (if applicable)
- Submittal type: Shop drawing, product data, quality inspection and test plan, request for information, or allowances and unit prices
- Description
- Due date for submission to customer by SI Mechanical
- Due date for approval by the customer. Due dates may be a number of days after a project plan milestone.
- Approval date

3.4.2. SHOP DRAWING SUBMITTALS

The Project Manager or Purchasing and Estimating Manager prepare shop drawing submittals that supplement contract drawings. Shop drawings are required when additional details are necessary for fabrication or installation. The following information is included, as applicable:

- Dimensions established by field measurement
- Relationships to adjoining construction
- Identification of products and materials
- Fabrication and installation drawings
- Diagrams showing locations of field-installations
- Shop fabricated manufacturing instructions
- Templates and patterns
- Design calculations
- Compliance with specified standards
- Seal and signature of professional engineer if required
- Additional requirements as specified in the contract, contract technical requirements, or contract drawings.

SI Mechanical extends contract specifications to include customer approved shop drawings.

3.4.3. PRODUCT DATA SUBMITTALS

The Project Manager prepares product data submittals that consist of the manufacturer's product information. The information included in this submittal is:

- Manufacturer, trade name, model or type number
- Description
- Intended use
- Size and physical characteristics including drawings when applicable
- Finish and color characteristics
- Product manufacturer's installation instructions, when applicable
- Additional requirements as specified in the contract, contract technical requirements, or contract drawings.

3.4.4. ALLOWANCES AND UNIT PRICES SUBMITTALS

When customer contracts specify allowances and unit prices that the customer will select after the contract is awarded, the Project Manager prepares an allowance and unit price submittal for customer approval.

When a customer selects or approves an allowances and unit prices, the customer indicates the allowance and unit price selection on the signed submission return.

SI Mechanical extends compliance to contract specifications to customer approved allowances and unit prices.

3.4.5. REQUEST FOR INFORMATION (RFI) SUBMITTALS

The Project Manager submits a request for additional information to the customer when errors are found or when required information is not contained in the contract, contract technical specifications, or contract drawings.

Should any number of contract technical specifications or contract drawings result in conflicting requirements, the Quality Manager submits a request for information to the customer to select the standard that applies.

SI Mechanical extends compliance to contract specifications to customer requests for information.

3.4.6. CHANGE ORDER SUBMITTALS

Contract requirements or contract technical specifications may require a change after the contract is awarded. The Project Manager submits the change order to the customer for approval, including any contract price adjustments.

When a customer approves a change order, the customer signs the submission return.

SI Mechanical extends contract specifications to include customer approved change orders.

3.4.7. MOCK-UP SUBMITTALS

The Superintendent prepares mock-up submittals as required by contract. Additionally, the Quality Manager specifies mock-up requirements when they are necessary to ensure customer expectations are clearly identified.

The Quality Manager ensures that each mock-up demonstrates specific elements of form and/or function, and that they are specified in the submittal documents.

SI Mechanical extends contract specifications to include customer approved mock-up submittals.

3.5. CUSTOMER SUBMITTAL APPROVAL

The Project Manager obtains the signature of an authorized customer representative on the submittal form.

SI Mechanical extends compliance to contract specifications to customer approved submittals.

Work in the affected area of a pending submittal requirement does not start until the customer approves the submittal.

3.6. CONTRACT WARRANTY

The Project Manager ensures that customer contracts clearly specify warranty coverage including:

- Scope
- Starting date
- Duration

The Project Manager ensures that customer contracts also clearly specify owner responsibility for:

- Restrictions of use
- Maintenance requirements
- Exclusions for customer supplied materials or equipment
- Timely notification of problems

3.7. CONTRACT REVIEW AND APPROVAL

The President conducts customer contract reviews to ensure that:

- Customer requirements and specifications are complete
- Customer requirements and specifications are compatible with the relevant regulations, SI Mechanical quality standards, and Quality System requirements
- SI Mechanical has the capability to deliver the completed project in the time allotted

Before construction begins, the President makes sure that all contract requirements are clearly understood, all discrepancies are resolved, and all requirements are agreed upon. Once these requirements are met, the President signs the contract.

4. DESIGN REVIEW AND CONTROL

4.1. OVERVIEW

SI Mechanical ensures that the designs have well defined specifications, stakeholders have input as the designs progress, qualified personnel carry out the design work, and final designs are verified to meet all contract and regulatory requirements. Design control applies to architectural and engineering design. Process controls apply to approved designs that have additional detail provided by shop drawings, product selections, or requests for information.

4.2. DESIGN INPUT REVIEW

The Quality Manager ensures that the information in design inputs clearly defines customer expectations and that the necessary details are provided to set requirements for design.

The Quality Manager obtains design specifications from the customer and conducts a customer design input review to ensure that:

- Customer design input requirements and specifications are complete
- Design process review milestones are specified when necessary
- Customer design output requirements and specifications are complete for review milestones as well as the completed design
- Customer design requirements and specifications are compatible with the relevant regulations, SI Mechanical quality standards, and Quality System requirements
- SI Mechanical has the capability to deliver the completed design in the time allotted

The Quality Manager identifies supplemental design specifications that supplement customer specifications when they are needed to ensure a quality design.

Before design work begins, the Quality Manager makes sure that all design requirements are clearly understood, all discrepancies are resolved, and all requirements are agreed upon. Once these requirements are met, the Quality Manager approves the design input.

The Quality Manager ensures that design input documents are verified by qualified personnel. The person responsible must verify:

- Design input specification are approved by a customer authority
- Design input specifications are complete
- Design input requirements and specifications are compatible with the relevant regulations, SI Mechanical quality standards, and Quality System requirements
- SI Mechanical has the capability to deliver the completed project in the time allotted

4.3. PROJECT DESIGN QUALITY ASSURANCE/QUALITY CONTROL PLAN

The Quality Manager prepares a project-specific design review plan that includes:

- A listing of company and customer stakeholders, reviews they will participate in, and how their input will be used to amended design requirements. The project organization chart Includes interfaces between various groups and personnel for producing and reviewing the design.
- Design output deliverables, including required drawings, and engineering calculations
- Identification of who will perform design output verification activities and the criteria they will use.

- The Quality Manager reviews the design process project plan with the customer and other interested parties. The customer approves the plan after any discrepancies are resolved and the plan is agreed upon. Design work may begin only after the customer approves the plan.

4.4. DESIGN PROGRESS REVIEWS

The Quality Manager holds review meetings with interested parties at key design milestones. The Quality Manager identifies the key design milestones, the design output required for the review, and a list of reviewers.

Two design reviews are required: one is an input design review and the other is the final design review. The Quality Manager identifies other design reviews necessary to ensure a quality result. Design reviews may be specified at the completion of design work tasks, site assessments, preliminary engineering, preliminary design, percentage completion stages, and on a calendar schedule.

The Quality Manager identifies customer and company reviewers appropriate for each design milestone. Reviewers may include persons that have a stake in any of the following: quality, safety, constructability, scheduling, maintenance, purchasing, estimating, or cost control.

At each review, the Quality Manager reviews reviewer recommendations for amendments to the design specifications. The Quality Manager submits selected design amendments for customer approval. Customer approved design amendments are design requirements.

4.5. DESIGN OUTPUT VERIFICATION AND APPROVAL

The Quality Manager ensures that design output documents are verified by qualified personnel independent of the person performing the work. The person responsible must verify:

- The completed design meets requirements specified by the design input
- The completed design meets approved design amendments
- Engineering calculations are correct
- Completeness of records per the Design Project Quality Assurance/Quality Control Plan including inputs, reviews, communications, and verification activities.

5. PROJECT-SPECIFIC QUALITY STANDARDS

APPLICABLE REGULATIONS, INDUSTRY, and COMPANY STANDARDS

5.1. OVERVIEW

SI Mechanical personnel and subcontractors and suppliers are accountable for compliance to standards-based written specifications.

To achieve expectations reliably and consistently, specifications are clearly spelled out, not only for results but also for processes. Specifications apply to materials, work steps, qualified personnel and subcontractors and suppliers, safe work rules, and environmental work conditions.

Standards ensure that results are specified rather than left to discretionary practices.

5.2. REGULATORY CODES

All SI Mechanical construction activities comply with the relevant regulations. The Quality Manager identifies regulatory requirements applicable to the jurisdictions served, including:

- Applicable Federal regulations
- Applicable State regulations
- Applicable building codes and local addenda to building codes
- Applicable Fire Code
- Applicable Fuel and Gas Code
- Applicable Mechanical Code
- Applicable Plumbing Code
- Additional regulations specified by the customer contract

The Quality Manager identifies regulatory requirements that apply to a specific project on the Project Quality Assurance/Quality Control Plan.

The Superintendent had jobsite access to relevant codes and government regulations.

5.3. INDUSTRY QUALITY STANDARDS

All SI Mechanical construction activities comply with generally accepted good workmanship practices and industry standards.

The Quality Manager identifies supplemental requirements for industry standards that apply to a specific project on the Project Quality Assurance/Quality Control Plan when it is not otherwise specified by the contract, contract technical specifications, or approved drawings.

Regulatory Codes and Industry Standards

Division	Description	Reference Standard No.	Reference Standard Title
23	Color coding of all piping systems	ASME A13.1	Scheme for the Identification of Piping Systems
23	Installation of metal ductwork	SMACNA 1966	HVAC Duct Construction Standards Metal and Flexible
23	Installation of duct supports for sheet metal ductwork	SMACNA 1966	HVAC Duct Construction Standards Metal and Flexible
23	Installation of underground ductwork	ACCA Manual 4	Installation Techniques for Perimeter Heating & Cooling
23	Installation of radon ductwork	ASTM D 2855	Standard Practice for Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings
23	Ductwork cleaning	ASHRAE 62.1	Ventilation for Acceptable Indoor Air Quality
23	Field welded joints	ASME B31.3	Process Piping
23	Brazed joints	AWS B2.2/B2.2M	Specification for Brazing Procedure and Performance Qualification
23	Soldered joints	ASME B31.5	Refrigeration Piping and Heat Transfer Components
23	Installation of air terminal units	NFPA 90A	Standard for the Installation of Air Conditioning and Ventilating Systems
23	Fuel oil system installation	NFPA 31	Standard for the Installation of Oil-Burning Equipment
23	Radiant floor heating system installation	HYI-400	Radiant Floor Heating

5.4. MATERIAL AND EQUIPMENT SPECIFICATIONS

The Quality Manager ensures that all types of materials and equipment that affect quality are identified and controlled.

The Quality Manager evaluates the expected use of materials and equipment and identifies types of materials and equipment that may affect project quality. For each item, the Quality Manager sets specifications for their intended use, including:

- Compliance to contract requirements
- Compliance to code and industry standards and listing requirements
- Structural integrity
- Performance
- Durability
- Appearance
- Product identification for traceability.

The Quality Manager identifies controlled material and equipment that apply to the project.

The Quality Manager ensures that purchase orders for listed materials and equipment include the relevant specifications as specified in section 6.7 Purchase Order Requirements.

Only approved materials are used in the construction process.

5.5. WORK PROCESS SPECIFICATIONS

The Quality Manager ensures that work processes are controlled to ensure that the specified requirements are met. When appropriate, the Quality Manager will specify project quality standards for work processes that may include:

- References to documented procedures such as manufacturer's installation instructions
- Procedures for carrying out process steps
- Methods to monitor and control processes and characteristics
- Acceptability criteria for workmanship
- Tools, techniques and methods to be used to achieve the specified requirements.

5.6. CONTROLLED MATERIAL IDENTIFICATION AND TRACEABILITY

The Quality Manager determines types of project materials that require quality controls.

For each type of quality controlled material, the Quality Manager determines lot control traceability requirements, if any, and specifies the means of lot identification. Identification methods may include physical labels, tags, markings and/or attached certification documents.

When lot controlled materials are received, the Superintendent verifies that materials have the specified lot identifications.

The Superintendent maintains lot identification at all production phases from receipt, through production, installation, or assembly, to final completion. Acceptable methods for preserving lot identification include physically preserving observable lot identifications, recording the lot identification on a work task quality inspection form or other work record, or collecting the physical lot identifier as a record along with supplemented with location.

If lot controlled materials are without lot identification, the Superintendent deems the materials as nonconforming and segregates them and/or clearly marks them to prevent inadvertent use. The Superintendent treats the material according to the company policy for nonconformances. Only the Quality Manager can re-identify or re-certify the materials.

5.7. MEASURING DEVICE CONTROL AND CALIBRATION

The Quality Manager evaluates the project requirements and determines if there are measuring devices that require controls to assure quality results.

For each type of device the Quality Manager identifies:

- Restrictions for selection
- Limitations on use.
- Calibration requirements including the frequency of calibration. All calibrations must be traceable to national measurement standards.

When a measurement device is found not to conform to operating tolerances, the Quality Manager validates the accuracy of previous measurements.

5.8. SI MECHANICAL QUALITY STANDARDS

SI Mechanical quality standards supplement contract requirements when they are necessary to ensure quality.

The Quality Manager identifies supplemental requirements for SI Mechanical Quality standards that apply to a specific project on the Project Quality Assurance/Quality Control Plan.

When SI Mechanical quality standards differ from industry standards or product manufacturer instructions, the Quality Manager justifies that the standard reliably achieves quality results and then documents the justification.

All SI Mechanical construction activities conform to the company quality standards.

5.9. APPLICATION OF MULTIPLE SOURCES OF SPECIFICATIONS

Should multiple sources of specifications apply to a work task, the higher level of specification applies.

When there are equal levels of specifications that conflict, the specifications are applied in this order:

- Submittals approved by the customer
- Contract technical specifications
- Contract drawings
- Government regulations that exceed requirements of items below
- SI Mechanical quality specifications, including subcontract specifications
- SI Mechanical Quality Manual
- Product installation instructions
- Industry standards
- Generally accepted practices

Should multiple sources of conflicting specifications apply to a project, the Quality Manager defines the standards that apply to the specific project on the Project Quality Assurance/Quality Control Plan.

6. PROJECT PURCHASING

SPECIFY and VERIFY Subcontractor and Supplier QUALITY CAPABILITIES

6.1. OVERVIEW

SI Mechanical verifies the qualifications of subcontractors and suppliers to ensure that they are capable of completely carrying out their assigned responsibilities. Quality requirements are defined, verified, and documented before they are approved for a project.

6.2. QUALIFICATION OF OUTSIDE ORGANIZATIONS AND COMPANY DEPARTMENTS

The Quality Manager qualifies outside organization and company work department capabilities to ensure that they are capable of completely carrying out their assigned quality responsibilities before approving and signing the contract, purchase order, or work order.

Subcontractors and suppliers must meet all Quality System requirements by either 1) working under the SI Mechanical Quality System or 2) operating their own quality program as long as it meets SI Mechanical Quality System requirements.

6.2.1.1. REQUIRED CREDENTIALS

The Quality Manager defines quality-related credentials for each project work task that affects quality including required:

- Organization and personnel licenses
- Personnel training
- Organization and personnel certifications
- Organization and personnel experience

6.2.1.1.1. INDEPENDENT LABORATORY CREDENTIAL REQUIREMENTS

Independent laboratories performing tests or quality inspections have additional requirements for certification by a nationally recognized testing accreditation organization as appropriate for the scope of the inspection or test:

- NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
- NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- The American Association of State Highway and Transportation Officials (AASHTO)
- International Accreditation Services, Inc. (IAS)
- U. S. Army Corps of Engineers Materials Testing Center (MTC)
- American Association for Laboratory Accreditation (A2LA) program

6.2.1.2. REQUIRED CAPABILITIES

- Senior person designated as Quality Manager
- Knowledge of Company quality standards
- Demonstrated capability to complete work to Company quality standards
- Demonstrated skills, knowledge, and experience
- Effective self-inspection process
- Access to codes, standards and product instructions
- Equipment availability

- Production capacity
- Demonstrated results

For critical components, the Quality Manager determines if a source quality inspection is necessary to validate supplier quality and delivery capabilities.

6.2.1.3. SUBCONTRACTORS AND SUPPLIERS AND COMPANY DEPARTMENT QUALIFICATION ASSESSMENTS

When the qualification assessment identifies minor nonconformances to the subcontract requirements, the Quality Manager may approve a provisional subcontract. The provisional subcontract supplements the subcontract with requirements for actions that address correction of the nonconformances. All nonconformances must be corrected before work in the affected area begins.

6.3. QUALITY RESPONSIBILITIES OF KEY SUBCONTRACTOR AND SUPPLIER PERSONNEL

A subcontractor senior officer is required to appoint a Subcontractor QC Manager and Superintendent to the project with specific quality responsibilities and authorities.

6.3.1. SUBCONTRACTOR QC MANAGER: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

The Subcontractor QC Manager is responsible for ensuring effectiveness of the Subcontractor QC Plan for the project. Regardless of other duties, the Subcontractor QC Manager is responsible for:

- Planning and fully implementing project quality controls required by the SI Mechanical quality systems and contract requirements
- Manage the operation of the Subcontractor QC Plan on the project.
- Implement and manage all phases of quality control
- Communicating project-specific quality requirements to all affected departments, subcontractors and suppliers and SI Mechanical
- Ensuring that the Subcontractor QC Plan is established and implemented by persons doing work that impacts quality
- Monitoring progress of activities
- Acting as the project quality liaison SI Mechanical on matters relating to quality
- Review and approval of all project Quality System records
- Review and approval of project quality-related contract submittals
- Managing all project inspection and quality control activities
- Controlling corrective actions
- Resolving quality nonconformances

The Subcontractor QC Manager has the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect
- Prevent the use of equipment or materials that may adversely affect quality or cover up a defect
- To direct the removal and replacement of any non-conforming work.
- Suspend work and/or supply of materials by any staff member, subcontractor personnel, or supplier as deemed necessary to assure quality results.

Alternate Subcontractor QC Managers acting in the role of the project Subcontractor QC Manager has the same quality duties, responsibilities and authority as the project Subcontractor QC Manager.

6.3.2. SUPERINTENDENT: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

A Superintendent verifies that work conforms to SI Mechanical quality standards. President appoints one or more Superintendents for each project.

A Superintendent has specific responsibilities for:

- Ensuring that work meets government regulatory and code requirements, customer requirements, contract requirements, contract technical specifications, contract drawings, approved contract submittals, and company quality standards and specifications
- Ensuring that subcontractors and suppliers begin work in accordance with SI Mechanical start-work policies
- Ensuring that subcontractors and suppliers receive a notice to work only when conditions will not adversely affect quality results
- Conducting quality inspections, tests, and recording findings
- Accurately assessing subcontractor quality and on-time performance
- Ensuring that quality standards are achieved before approving subcontractor or work crew completion of work

The Superintendent has the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect
- Prevent the use of equipment or materials that may adversely affect quality
- Direct the removal or replacement of any non-conforming work, equipment, or material
- Suspend work and/or supply of materials as deemed necessary to assure quality results

Alternate Superintendent has the same quality duties, responsibilities and authority as the Superintendent.

Multiple Superintendents may be assigned to the project.

6.4. REQUIREMENTS FOR SUBCONTRACTOR QC PLAN

The Subcontractor QC Plan extends the SI Mechanical Quality Assurance/Quality Control Plan into the subcontractor operations. The Quality Manager identifies key subcontractors and suppliers that require a Subcontractor QC Plan.

The Quality Manager must approve the Subcontractor QC Plan before the subcontractor can begin work.

Subcontractors and suppliers that do not require a Subcontractor QC Plan work under the SI Mechanical Subcontractor QC Plan.

6.5. SUBCONTRACTOR AND SUPPLIER QUALITY POLICY

The Quality Manager ensures that key subcontractors and suppliers adopt a quality policy that includes the following items:

Our objective is to safely deliver 100 percent complete construction work that meet all contract and SI Mechanical Quality Assurance/Quality Control Plan requirements the first time, every time. Our commitment to quality means:

- Compliance with SI Mechanical Quality Assurance/Quality Control Plan requirements.
- Compliance for fully implementing and complying with all provisions of this Subcontractor QC Plan.
- Our quality standards meet or exceed all applicable regulations, codes, industry standards, and manufacturer specifications as well as with our customers' contract and individual requirements.
- We ensure that only knowledgeable, capable, and qualified employees carry out the planning, execution, and control of our work.
- We stand behind our work. We conduct a series of quality inspections for each work task: before work begins, at first article completion, while work is in process, and at completion.

- We inspect all materials before use.
- Should problems be found, we prevent them from cover-up, inadvertent use, and then quickly correct them.
- We are always improving. We make systematic improvements to remove quality risks and enhance quality performance.

We conduct our work with dignity and respect for the customer, our subcontractor partners, and ourselves.

6.6. PROJECT SUBCONTRACTOR AND SUPPLIER LIST

The Quality Manager identifies key subcontractors and suppliers for each project work task on the Project subcontractor and supplier List form.

Each selected supplier must be previously qualified as specified in section 6.2 Qualification of Outside Organizations and Company Departments.

The selected suppliers are listed on the Project subcontractor and supplier List form.

6.7. PURCHASE ORDER REQUIREMENTS

The Project Manager ensures that materials, equipment and services are purchased only from the supplier listed on the Project Subcontractor and Supplier List form (see section 6.6 Project Subcontractor and Supplier List.)

The Project Manager holds outside organizations to the same quality requirements that must be met by SI Mechanical. The Project Manager ensures that subcontracts and purchase orders clearly specify quality requirement expectations including:

- Conformance to the SI Mechanical Quality System or the subcontractor's own quality program as long as it meets SI Mechanical Quality System requirements.
- Conformance to contract specifications (Section 3 Contract Specifications)
- Conformance to project quality standards (Section 5 Project-Specific Quality Standards)
- Quality Management practices including
 - Performance of self-inspections.
 - Control of quality non-conformances and responsive corrections
 - Prevention of non-conformances
 - Controls that ensure completion of post-construction service work
 - Participation in quality training
- Preparation of submittals
- Participation in project planning meetings
- Participation in work task planning meetings
- Handling, storage, packaging, and delivery, as applicable
- Product or material identification for traceability

6.8. PROJECT PURCHASE ORDER APPROVALS

The Project Manager ensures that contracts and purchase orders are issued only to qualified outside organizations. The Project Manager must review, approve, and sign each purchase order.

The outside organization must agree to the purchase order terms and specifications, and then sign the contract or purchase order.

7. PROCESS CONTROLS

HOW WORK IS CARRIED OUT

7.1. OVERVIEW

The construction process plan defines how project work is to be done and approved for the overall project. The construction process plan is communicated to all key personnel, subcontractors and suppliers in a startup meeting. As the project proceeds, work task plans provide additional details of how each individual work task is carried out. Work tasks planning meetings are used to communicate expectations of the work task plan to key personnel responsible for carrying out the work task.

7.2. PROJECT STARTUP AND QUALITY CONTROL COORDINATION MEETING

Prior to the commencement of work, the Project Manager holds a meeting to discuss and coordinate how project work will be performed and controlled. Key personnel from SI Mechanical, subcontractors and suppliers meet to review expectations for project quality results as well as quality assurance and quality control policies and procedures including:

- Key requirements of the project
- The Project Quality Assurance/Quality Control Plan
- Required quality inspections and tests
- The project submittal schedule
- Quality policies and heightened awareness of critical quality requirements
- Project organization chart and job responsibilities
- Methods of communication and contact information
- Location of project documents and records

7.3. PREPARATORY PROJECT QUALITY ASSURANCE/QUALITY CONTROL PLAN PLANNING

7.3.1. WORK TASK REQUIREMENTS REVIEW

In preparation for the start of an upcoming work task, the Superintendent reviews an integrated and coordinated set of documents that collectively define quality requirements for the work task including:

- Objectives and acceptance criteria of the work task
- Quality standards that apply to the work task
- Work instructions, process steps, and product installation instructions that apply to the work task
- Shop drawings
- Submittals
- Tools and equipment necessary to perform the work
- License, certification, or other qualification requirements of personnel assigned to work
- Required records of the process and resulting product
- The subcontractor contracted to perform the work, if applicable
- Customer contract requirements
- Required quality inspections and tests
- Method for clearly marking nonconformances to prevent inadvertent use
- Location of quality system records and documents
- Personnel training

7.3.2. PREPARATORY SITE INSPECTION

The Superintendent also performs a quality inspection of the work area and:

- Assesses completion of required prior work
- Verifies field measurements
- Assures availability and receiving quality inspection status of required materials
- Identifies any nonconformances to the requirements for the work task to begin
- Identifies potential problems

7.3.3. WORK TASK PREPARATORY QUALITY PLANNING MEETINGS

Prior to the start of a work task, the Superintendent conducts a meeting with key company, subcontractor personnel responsible for carrying out, supervising, or inspecting the work, and interested customer representatives.

During the meeting, the Superintendent communicates the work task quality requirements and reinforces heightened awareness for critical requirements. Topics for a work task quality plan meeting include:

- Conflicts that need resolution
- Required quality documents and a verification of availability to personnel carrying out, supervising, or inspecting the work task
- Record keeping requirements and the availability of necessary forms
- Review methods and sequences of installation
- Special details and conditions
- Standards of workmanship
- Heightened awareness of critical quality requirements
- Quality risks
- Work tasks quality inspection form

7.4. WEEKLY QUALITY PLANNING AND COORDINATION MEETINGS

The Superintendent conducts a meeting with key company, subcontractor and supplier personnel responsible for carrying out, supervising, or inspecting the work, and interested customer representatives.

The meeting is held on a nominal weekly schedule. During the meeting, the Superintendent facilitates coordination among the participants, communication among the participants, and reinforces heightened awareness for critical requirements.

The Superintendent maintains a record of the meeting event on the Daily Quality Control Report.

7.5. PROCESS CONTROL STANDARDS

7.5.1. JOB-READY START WORK STANDARDS

Work on a work task starts only when conditions do not adversely impact quality, comply with government regulations, contract technical specifications, industry standards, or product installation instructions.

The Quality Manager identifies supplemental start-work requirements that apply to a specific project when they are necessary to assure quality results.

7.5.2. WORK IN PROCESS STANDARDS

Work is conducted only when conditions do not adversely impact quality; comply with government regulations, contract technical specifications, industry standards, or product installation instructions.

The Quality Manager identifies supplemental work in process requirements that apply to a specific project when they are necessary to assure quality results.

7.5.3. PROTECTION OF COMPLETED WORK STANDARDS

SI Mechanical will preserve and protect work in process, completed work, component parts, materials, and when applicable, delivery to the destination so as to maintain so that compliance with project requirements and standards. This includes handling, storage, protection from natural elements, and reducing risks of damage.

Completed work is protected from damage as specified by government regulations, contract technical specifications, industry standards, or product installation instructions.

The Quality Manager identifies supplemental protection requirements that apply to a specific project when they are necessary to assure quality results.

7.5.4. MATERIAL STORAGE

The Superintendent ensures all materials will be delivered, stored and handled in a manner that protects them from damage, moisture, dirt and intrusion of foreign materials.

Delivery of materials will be planned according to the work progress to minimize storage on site, where there are higher possibilities of damages and deterioration of materials.

Stored materials will be segregated to prevent cross contamination and limit losses should a delivery be rejected.

The Superintendent surveys stored materials during daily jobsite reviews and identifies any material that have incurred damage or otherwise become defective and therefore unfit for use.

7.5.5. CONTROLLED USE OF MATERIALS

The Project Manager ensures that contracts and purchase orders are awarded only to outside organizations qualified to perform the work task and/or supply materials as required for the specific project.

Only approved materials are used in the construction process. Only approved materials are specified in purchase and/or subcontracts.

Materials that are defective, deteriorated, damaged, or not approved are not used. The Superintendent clearly marks such materials for non-use or otherwise holds them aside.

When customer-supplied materials are lost, damaged, or otherwise found unsuitable for use, the Superintendent reports such findings to the customer.

When subcontractor-supplied materials are damaged or otherwise found unsuitable for use, the Superintendent reports such findings to the subcontractor.

The Superintendent ensures that construction uses only materials specified in the contract technical specifications, contract drawings, and approved submittals. Substitutions are made only by agreement of the customer and documented by a change order (see section 2.1.3.6).

7.5.6. CONTROLLED PRODUCT USE AND INSTALLATION

SI Mechanical construction activities conform to manufacturers' product use and installation instructions that apply to the construction process.

When installing a product, the Superintendent has access to all applicable product installation instructions.

7.6. DAILY QUALITY CONTROL REPORT

The Superintendent records a summary of daily work activities. The report will include:

- Schedule Activities Completed
- General description of work activities in progress.
- Problems encountered, actions taken, problems, and delays
- Meetings held, participants, and decisions made
- Subcontractor and Supplier and Company Crews on site
- Visitors and purpose
- General Remarks
- Improvement Ideas
- Weather conditions

7.7. MONTHLY QUALITY CONTROL REPORT

When a monthly quality control report is required by the Project Quality Plan, the Superintendent records a monthly status report. The report includes:

- A summary of work completed and work in progress
- Outstanding issues
- Issues resolved during the reporting period
- Outstanding potential change orders
- Project status with current project costs and estimated completion date
- A cost analysis summarizing actual costs to date and estimated future costs
- Project pictures as appropriate

8. INSPECTIONS AND TESTS

ASSURE COMPLIANCE

8.1. OVERVIEW

Inspections are necessary to verify that work processes and results conform to both contract requirements and SI Mechanical quality standards.

Qualified personnel inspect every project throughout the construction process. Additional reviews validate the accuracy of the field quality inspections and ensure that the quality standards apply uniformly.

An inspection and test plan defines the quality inspections and tests required for a specific project.

Personnel may only inspect work activities for which they have been qualified by the Quality Manager.

8.2. REQUIRED WORK TASK QUALITY INSPECTIONS AND TESTS

The Quality Manager identifies each Task that is a phase of construction that requires separate quality controls to assure and control quality results. Each Task triggers a set of requirements for quality control inspections before, during and after work tasks.

Tasks are divided into two categories:

- Discrete Tasks are standard type of work where a completion inspection is performed one time at the completion of a phase of work.
- Process Tasks are tasks where completion inspections are performed continuously. Continuous inspections are required when there is a limited window of time to perform a completion inspection before the next task begins. Process tasks may also be characterized by independent monitoring of a work process, such as welding, where the observer verifies conformance to work procedures.

Process tasks undergo additional quality controls that continuously monitor compliance to specifications.

Independent quality audits are conducted to verify that the task quality controls are operating effectively.

Construction projects may execute a work task multiple times in a project, in which case a series of quality inspections are required for each work task.

8.3. MATERIAL INSPECTIONS AND TESTS

Material quality inspections and tests ensure that purchased materials meet purchase contract quantity and quality requirements.

8.3.1.1. MATERIAL RECEIVING INSPECTION

The Superintendent inspects or ensures that a qualified inspector inspects materials prior to use for conformance to project quality requirements. The receiving inspection includes a verification that the

Correct material has been received

The material is identified and meets the traceability requirements for the material

Material certifications and/or test reports meet the specified requirements

Materials are tested and approved for the specific application

The Superintendent ensures that each work task that uses the source inspected materials proceed only after the material has been accepted by the material quality inspection or test.

8.3.1.2. SOURCE INSPECTIONS

Source quality inspections are required when quality characteristics cannot or will not be verified during subsequent processing. The Quality Manager determines if a source inspection is necessary to validate supplier quality before materials are delivered to the project jobsite.

The Superintendent ensures that each work task that uses the source inspected materials proceed only after the material has been accepted by the source inspection.

8.4. WORK IN PROCESS INSPECTIONS

Work in process quality inspections continuously verify compliance project quality standards beginning at the start of a work task, as work is conducted, and continues until the work task is complete.

8.4.1.1. INITIAL JOB-READY INSPECTIONS

For each work task, the Superintendent or a qualified inspector performs job-ready quality inspections to ensure that work activities begin only when they should begin. Job-ready quality inspections verify that conditions conform to the project quality requirements.

8.4.1.2. INITIAL WORK IN PROCESS INSPECTION

For each work task, the Superintendent or a qualified inspector performs an initial work in process inspection when the first representative portion of a work activity is completed.

8.4.1.3. FOLLOW-UP WORK IN PROCESS INSPECTIONS

The Superintendent or a qualified inspector performs ongoing work in process quality inspections to ensure that work activities continue to conform to project quality requirements. Punch Items

If the Superintendent or inspector observes an item for correction prior to a work task completion inspection, the item is identified for correction. During the work task completion inspection each punch item correction is verified.

Any outstanding punch items remaining after the work task completion inspection is deemed a nonconformance.

8.4.2. ADDITIONAL INSPECTION REQUIREMENTS FOR PROCESS TASKS

For each process task, a qualified person inspects the ongoing completion work for conformance to project quality requirements. This is in addition to discrete task completion inspections that are performed one time at the end of a phase of work.

The continuous monitoring inspections are conducted before starting other work activities that may interfere with an inspection.

8.5. WORK TASK COMPLETION INSPECTIONS

For each work task, the Quality Manager or a qualified inspector inspects the completion of each work task to verify that work conforms to project quality requirements.

Completion quality inspections are performed for each work task. Completion quality inspections are conducted before starting other work activities that may interfere with an inspection.

Any outstanding punch items remaining after the work task completion inspection is deemed a nonconformance.

8.6. INSPECTION OF SPECIAL PROCESSES

The Quality Manager identifies special processes where the results cannot be verified by subsequent inspection or testing and determines if continuous work in process inspections are required. For these special processes, a qualified inspector continuously inspects the work process.

8.7. INDEPENDENT MEASUREMENT AND TESTS

The Quality Manager ensures that quality tests that apply to a specific project are clearly identified. Tests for a project include:

- Customer required quality tests as specified by the contract, contract technical specifications, contract drawings, and approved submittals.
- Additional quality tests necessary to assure quality results.

8.8. COMMISSIONING FUNCTIONAL ACCEPTANCE TESTS

A functional test is performed on each functional system. A qualified inspector performs functional acceptance tests to verify that a system meets predetermined acceptance criteria including:

- The equipment and systems operate as intended
- The equipment and systems perform as intended
- Documentation for operation and maintenance is complete

Each functional test has a documented testing procedure that includes:

- Step-by-step work instructions for conducting the test
- Data recording requirements
- Acceptance criteria
- A determination of pass or fail

8.9. HOLD POINTS FOR CUSTOMER INSPECTION

The Superintendent stops work when reaching a hold point specified on the inspection and test plan. The Superintendent ensures that work proceeds only with customer approval.

8.10. QUALITY INSPECTION AND TEST SPECIFICATIONS

Specifications for each inspection or test are clearly understood before the inspection or test is performed including:

- Items to be inspected/tested
- Inspections/tests to be performed
- Testing schedule frequency
- Specification references including contract drawing identification number and version, if applicable, and/or contract technical specification number and version, if applicable
- Performing party
- Witness parties
- Certificates required
- Checklists/procedures
- Reference standards

8.11. INSPECTION AND TEST ACCEPTANCE CRITERIA

Inspections assess conformance of materials or work for each work task to project quality requirements, including applicable:

- Contract technical specification
- Contract drawings
- Approved shop drawings
- Approved product submittals
- Approved allowances and unit prices
- Product identification requirements
- Approved submittals
- SI Mechanical quality standards

The material or completed work task is accepted only when it meets all project quality requirements.

Inspection and Testing Standards			
Division	Description	Reference Standard No.	Reference Standard Title
23	HVAC ductwork tests	SMACNA 1143	HVAC Air Duct Leakage Test Manual
23	Test heat trace cable system	IEEE 515	Standard for the Testing, Design, Installation, and Maintenance of Electrical Resistance Heat Tracing for Industrial Applications
23	HVAC testing, adjusting, and balancing	AABC MN-1	National Standards for Total System Balance

8.12. INSPECTION AND TEST STATUS

The status of each quality control inspection or test is clearly marked by tape, tag, or other easily observable signal to ensure that only items that pass quality inspections is accepted.

For each quality controlled work task, the Quality Manager determines the appropriate method of identification to show inspection and test status.

For each quality controlled material, the Quality Manager determines the appropriate method for identifying quality inspection and test status.

8.13. INDEPENDENT QUALITY ASSURANCE INSPECTIONS

The Quality Manager and/or qualified inspectors perform independent quality assurance inspections that verify that task quality controls are operating effectively.

The Quality Manager selects a representative portion of task completion inspections performed by the Superintendent. Those tasks are independently inspected by the Quality Manager and/or qualified inspectors. The findings are compared to the findings of the inspections performed by the Superintendent. Any deviations are addressed by corrective actions and preventive actions as necessary.

8.14. INSPECTION AND TEST RECORDS

8.14.1. INSPECTION RECORDS

The Quality Manager prepares an inspection form for each work task. The Quality Manager lists on the form checkpoints for heightened awareness including:

- Initial job-ready inspection requirements
- Inspection and tests
- Work in process inspection requirements
- Completion quality inspections
- Other quality requirements as necessary to reduce quality risks

The person responsible for the inspection, records work task inspection results on the work task inspection form.

8.14.2. TEST RECORDS

Test result data include as appropriate:

- Reference to the inspection and test plan item
- Description or title of the inspection activity
- Drawing identification number and version, if applicable
- Technical specification number and version, if applicable
- Location of the inspection activity
- Acceptance criteria
- Nonconformances
- Validation that nonconformances are corrected, reinspected or retested, and confirmed to meet Quality System requirements.
- Any open items to be completed at a later date.
- Inspector's name and signature indicating compliance with all requirements of the Quality System
- Quality rating scores as appropriate
- Date of inspection or test
- Certificate, if applicable
- Conspicuous statement of final result as either "CONFORMS" or "DOES NOT CONFORM"

8.15. PROJECT COMPLETION AND CLOSEOUT INSPECTION

8.15.1. PRE-FINAL SI MECHANICAL INSPECTION

Near the end of the project, or a milestone established in the Project Quality Inspection and Test Plan, the Quality Manager will inspect the completed project and verify conformance to contract specifications.

The Quality Manager records nonconforming items.

The Superintendent assigns a planned date by which the deficiencies will be corrected. The date may be assigned for all items or individual items as necessary. After corrections have been made, the Superintendent verifies the completion of each item.

Then the Quality Manager conducts a follow-up inspection and verifies that all nonconforming items have been corrected to meet contract specifications. Any remaining deficiencies are recorded and managed as nonconformances.

When the pre-final SI Mechanical inspection process is complete, the Quality Manager then notifies the customer that the project is ready for the customer's final inspection. The customer is also notified of any remaining nonconformances and their planned resolution.

8.15.2. PRE-FINAL CUSTOMER INSPECTION

If the customer performs a pre-final inspection, the Quality Manager records nonconforming items and assigns a planned date by which the deficiencies will be corrected.

The Superintendent assigns a planned date by which the deficiencies will be corrected. The date may be assigned for all items or individual items as necessary. After corrections have been made, the Superintendent verifies the completion of each item.

After corrections have been made, the Quality Manager will conduct a follow-up inspection and verify that all nonconforming items have been corrected to meet contract specifications. Any remaining deficiencies are recorded and then managed as nonconformances.

When the pre-final customer inspection process is complete, the Quality Manager then notifies the customer that the project is ready for the customer's Final inspection. The customer is also notified of any remaining nonconformances and their planned resolution.

8.15.3. FINAL ACCEPTANCE CUSTOMER INSPECTION

If the customer performs a final inspection, the Quality Control Manager, Superintendent, and Project Manager will participate in the inspection. The Quality Manager records nonconforming items and assigns a planned date by which the deficiencies will be corrected. The date may be assigned for all items or individual items as necessary. After corrections have been made, the Superintendent verifies the completion of each item.

After corrections have been made, the Quality Manager will conduct a follow-up inspection and verify that all nonconforming items have been corrected to meet contract specifications. Any remaining deficiencies are recorded managed as nonconformances.

When the final customer inspection process is complete, the Quality Manager then notifies the customer that the project is ready for the customer's follow-up verification. The customer is also notified of any remaining nonconformances and their planned resolution.

9. NONCONFORMANCES AND CORRECTIVE ACTIONS

9.1. OVERVIEW

Should a nonconformance be identified by an inspection there is a systematic method to control the item, correct it, and ensure that project quality is not adversely impacted by the event.

A nonconformance is any item that does not meet project specifications or SI Mechanical Quality System requirements.

9.2. NONCONFORMANCES

9.2.1. MARKING OF NONCONFORMANCES AND OBSERVATIONS

When the Quality Manager, Superintendent, inspector, or customer identifies a nonconformance or an observation, the item is quickly and clearly marked by tape, tag, or other easily observable signal to prevent inadvertent cover-up.

9.2.2. CONTROL THE CONTINUATION OF WORK

After the item is marked, the Superintendent determines if work can continue in the affected area:

CONTINUE WORK: When continuing work does not adversely affect quality or hide the defect, work may continue in the affected area while the disposition of the item is resolved. The Superintendent may place limitations on the continuation of work.

STOP WORK ORDER: When continuing work can adversely affect quality or hide the defect, work must stop in the affected area until the disposition of the item resolved. The Superintendent identifies the limits of the affected area. The Superintendent quickly and clearly identifies the boundaries of the stop work area.

9.2.3. NONCONFORMANCE REPORT

9.2.3.1. RECORDING OF NONCONFORMANCES

If nonconformances or observed items exist by the work task completion inspection, the Superintendent or inspector records the nonconformances on a nonconformance report.

The Superintendent sends the nonconformance report to the Quality Manager.

9.2.3.2. QUALITY MANAGER DISPOSITION OF NONCONFORMANCE REPORTS

When the Quality Manager receives a Nonconformance Report, he or she makes an assessment of the affect the reported nonconformance has on form, fit, and function. The Quality Manager may assign a disposition of either:

REPLACE: The nonconformance can be brought into conformance with the original specification requirements by replacing the nonconforming item with a conforming item.

REPAIR: The nonconformance can be brought into conformance with the original requirements through completion of required repair operations.

REWORK: The nonconformance can be made acceptable for its intended use, even though it is not restored to a condition that meets all specification requirements. The Quality Manager may specify

standards that apply to the completion of rework. Rework nonconformances must be approved by the customer.

USE AS-IS: When the nonconforming item is satisfactory for its intended use. Any use as-is items that do not meet all specification requirements must be approved by the customer.

9.2.4. CORRECTION OF NONCONFORMANCES

The Superintendent verifies that corrective actions eliminate the nonconformance to the requirements of the original specifications or as instructed by the disposition of the nonconformance report, and then removes, obliterates, or covers the nonconformance marker.

Furthermore, the Superintendent ensures that previously completed work is reinspected for similar nonconformances and corrective actions are taken to avert future occurrences.

9.3. CORRECTIVE ACTIONS

9.3.1. CONTROL OF CORRECTIVE ACTIONS

When a nonconformance is found, the Superintendent ensures that:

- Previously completed work is reinspected for similar nonconformances
- Corrective actions are taken to avert future occurrences

The Quality Manager identifies requirements for corrective actions with respect to frequency, severity, and detectability of quality nonconformances items found during and after completion of work activities.

When a solution requires changes to SI Mechanical quality standards, the Quality Manager makes modifications as necessary by making changes to:

- Material specifications
- Personnel qualifications
- Subcontractor and Supplier qualifications
- Company standards
- Inspection processes

9.3.2. CORRECTIVE ACTION TRAINING

The Superintendent initiates corrective action training to address quality nonconformances. Personnel and subcontractors and suppliers performing or inspecting work participate in the training.

Heightened awareness during quality inspections verifies and documents compliance with the corrective action improvement items. A qualified Superintendent inspects corrective actions during regular quality inspections and records observations on the quality inspection form.

The Superintendent notifies affected subcontractors and suppliers of selected preventive action training requirements.

The Superintendent evaluates the effectiveness of the improvements. The Quality Manager reviews improvement results recorded on quality inspection records and monthly field reviews. When the Quality Manager determines that the improvement actions are effective, the item is no longer treated as a preventive action.

10. PREVENTIVE ACTIONS

PREVENT NONCONFORMANCES

10.1. OVERVIEW

Fixing problems found during quality inspections is not sufficient. Systematic prevention of recurrences is essential for improving quality.

SI Mechanical makes changes to solve the problem. Solutions may involve a combination of enhanced process controls, training, upgrade personnel qualifications, improved processes, or use of higher-grade materials.

Follow-up ensures that a problem is completely resolved. If problems remain, the process is repeated.

10.2. IDENTIFY PREVENTIVE ACTIONS FOR IMPROVEMENT

The Quality Manager identifies preventive action improvement priorities with respect to frequency, severity, and detectability of quality correction items found during and after completion of work activities. The Quality Manager also reviews company quality performance and customer feedback.

More specifically, the Quality Manager assesses:

- Customer corrective items
- Superintendent quality inspection results
- Code official inspection results
- Post-construction service
- Management field reviews
- Annual system review
- Customer satisfaction surveys

The Quality Manager documents quality items requiring preventive action improvement.

The Quality Manager leads the company in finding solutions to address the causes of problems.

When a solution requires changes to SI Mechanical quality standards, the Quality Manager makes modifications as necessary by making changes to:

- Material specifications
- Personnel qualifications
- Subcontractor and Supplier qualifications
- Company standards
- Inspection processes

10.3. TRAIN PREVENTIVE ACTIONS FOR IMPROVEMENT

The Quality Manager initiates preventive action training to address quality improvement items. Personnel and subcontractors and suppliers performing or inspecting work participate in the training.

Heightened awareness during quality inspections verifies and documents compliance with the preventive action improvement items. A qualified Superintendent inspects hotspots during regular quality inspections and records observations on the quality inspection form.

The Quality Manager notifies affected subcontractors and suppliers of selected preventive action training requirements.

The Quality Manager evaluates the effectiveness of the improvements. The Quality Manager reviews improvement results recorded on quality inspection records and monthly field reviews. When the Quality Manager determines that the improvement actions are effective, the item is no longer treated as a preventive action.

11. QUALITY SYSTEM AUDITS

AUDITS and IMPROVEMENT

11.1. OVERVIEW

Audits ensure that the elements of the SI Mechanical Quality System are functioning as intended.

11.2. PROJECT QUALITY SYSTEM AUDIT

The Quality Manager conducts monthly Project Quality System audits that verify proper operation of the Quality System on a project. At least monthly, the Quality Manager audits:

- Quality system framework
- Quality system management and responsibilities
- Customer contract specifications
- Design control
- Project-specific quality standards
- Project purchasing
- Process control plans
- Inspections and tests
- Nonconformances and corrective actions
- Preventive actions
- Quality records and documents

The Quality Manager takes corrective actions to ensure compliance with Quality System requirements. The effectiveness of changes is then evaluated and documented.

Requirements for managing audit nonconformances are addressed in section 9.2 Nonconformances.

11.3. COMPANY-WIDE QUALITY SYSTEM AUDIT

At least annually, the Quality Manager audits the suitability and effectiveness of the SI Mechanical Quality System.

The audit assesses:

- SI Mechanical quality improvement activities
- Customer performance evaluations and satisfaction measurement results
- Customer feedback including communications, complaints, and corrective action requests
- Effectiveness of channels of communication
- Results of internal and external audits
- Quality performance measures
- Monthly field reviews
- Internal and external Quality Audit results
- Process performance and product conformance results
- Preventive and corrective action status
- Follow up on actions from previous Management Reviews
- Other changes (i.e. business climate, scope of work changes, etc.) that could affect the Quality System

The audit assesses the need for improvements including:

- Improvements of the effectiveness of the SI Mechanical Quality System
- Improvements in product quality
- Resource needs

Changes are initiated to improve Quality System performance. The Quality Manager documents Quality System changes in the SI Mechanical Quality Assurance Manual, initiates needed improvements, and assesses their effectiveness.

12. RECORD AND DOCUMENT CONTROLS

12.1. OVERVIEW

SI Mechanical ensures that quality related documents and records are created, current versions are in use, complete, identifiable, and stored properly.

12.2. QUALITY SYSTEM DOCUMENTS

12.2.1. QUALITY MANUAL

The Quality Manager maintains the SI Mechanical Quality Manual that documents SI Mechanical quality policies. Each policy identifies the titles of personnel responsible.

The Quality Manager ensures that the Quality Manual and documents related to a work task are accessible to personnel performing the work.

The Quality Manager maintains, improves, and updates the manual as necessary. At least annually, the Quality Manager determines if updated versions of standards and product installation instructions are available. If so, the Quality Manager updates the Quality System documentation accordingly.

The President approves revisions to the Quality Manual, then signs and dates the cover.

The President approves revisions to the Quality Manual, then signs and dates the cover.

12.3. DOCUMENT CONTROLS

The Quality Manager assigns a new version number to each version of quality system documents, including the Quality Manual.

The Quality Manager and President control all company-wide quality system documents including:

- Approval of all quality system documents and for adequacy prior to issue or reissue.
- Ensures that applicable documents are available and usable at points of use
- Prevents unintended use of obsolete documents

The Quality Manager controls project-specific quality system documents including:

- Approval of all project quality documents and for adequacy prior to issue or reissue.
- Ensures that applicable documents are available and usable at points of use
- Prevents unintended use of obsolete documents

12.3.1. CONTROL OF SYSTEM DOCUMENTS

The Quality Manager controls documents related to the SI Mechanical Quality System including:

- Quality System Manual
- Quality System Procedures
- Project Management Procedures (including interface and coordination with customers and regulatory agencies with jurisdiction over jobsites)
- Government regulations
- Industry standards
- Procurement specifications

The Quality Manager ensures that records of the distribution of Quality System documents are kept. When new versions are distributed, obsolete versions are destroyed or controlled to prevent inadvertent use.

12.3.2. CONTROL OF PROJECT DOCUMENTS

The Project Manager controls documents related to specific customer contracts including:

- Customer contracts
- Contract technical specifications
- Contract drawings
- Shop drawing submittals and approvals
- Product data submittals and approvals
- Allowances and unit price submittals and approvals
- Requests for information and customer responses
- Subcontracts
- Inspection and test plans

The Quality Manager ensures that records of the distribution of project documents are kept. When new versions are distributed, obsolete versions are destroyed or controlled to prevent inadvertent use.

12.4. RECORD CONTROLS

The Quality Manager verifies records for conformance to the Quality System Requirements and approves all Quality System records.

Records demonstrating conformance with and operation of the Quality System are retrievable for at least five years. The Quality Manager verifies records for conformance to the Quality System Requirements.

12.4.1. QUALITY SYSTEM RECORDS CONTROL

The Quality Manager verifies the completeness, accuracy, and retention of project-specific Quality System records including:

- Annual reviews
- Quality improvement records

12.4.2. PROJECT RECORDS CONTROL

The Quality Manager verifies the completeness, accuracy, and retention of project-specific Quality System records including:

- Inspection and test records
- Quality submittals to the customer
- Project quality system audits
- Field reviews
- Calibration certificates
- Daily log reports
- Incident reports
- Redline drawings
- Qualified personnel approvals
- Qualified subcontractor approvals
- Quality improvement records
- Project Quality records specified by customer contract, or contract technical specifications

The Quality Manager assigns record control responsibilities and document location that apply to a specific project.

Project Quality Records will be maintained for a minimum of five years or more as specified by project specifications, or by the Quality Manager for a specific project. Project Quality Records will be filed in the project office during the project. After the project is complete, project records will be stored in file storage area of the main office.

13. APPENDIX

13.1. DEFINITIONS OF TERMS

Acceptance - The process of deciding, through inspection, whether to accept or reject a product.

Audit – An audit determines if the quality system is performing as documented and whether the quality system is implemented. An audit consists of a systematic and objective examination to determine whether quality management activities and associated results comply with planned arrangements, and whether these arrangements are implemented effectively and suitably to achieve set objectives.

Certification - Statements by inspectors, officials, engineers, or product manufacturers attesting that product, system or material meets stated specification requirements.

Conformance – An item meets the requirements of relevant specifications, contracts or regulations; also the state of meeting the requirements.

Contract Project Quality Assurance/Quality Control Plan – See Project Quality Assurance/Quality Control Plan.

Corrective Action – a specific action to resolve a known condition or conditions, which adversely affect quality. Corrective Action must address remedial action to correct the known discrepancy whereas preventive action prevents reoccurrence based on the identified root cause.

Definable feature of work – See Task.

Design Data - Calculations, mix designs, analyses or other data pertaining to a part of work.

Disposition – A statement describing the manner in which a nonconformance is to be resolved.

Experienced - When used with an entity or individual, "experienced" means having successfully completed work similar in nature, size, and extent.

Feature of Work – See Task.

FOW – Feature of Work

Inspection and Test Plan – A record of requirements, frequency and responsibilities for activities such as measuring, examining, testing and gauging one or more characteristics of a product or service, and comparing the results with specified requirements to determine conformity to the Contract Specification. Inspections and tests are detailed in the applicable procedures and results recorded on forms appended to these procedures.

Inspection - The act of examining, measuring, or testing to determine the degree of compliance with requirements.

ISO 10005 – an international standard titled *"Quality Management – Guidelines for Quality Plans"* that specifies required elements of a project-specific quality plan.

ISO 9001 – an international standard titled *"Quality Management System – Requirements"* that specifies required elements of a quality management system.

Mock-up Sample – an assembly or portions of an assembly constructed on the project site that establishes standards by which the ensuing work can be judged. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials

and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples.

Nonconformance – Non-fulfillment of a specification which affects form, fit or function and renders the quality of an item or service unacceptable or indeterminate in regard to meeting all relevant specifications. Examples of nonconformance include: physical defects, test failures, incorrect or inadequate documentation or deviation from prescribed processing, inspection or test procedures.

Non-conformance Report – A record of the identification, and resolution of a nonconformance.

Product Data - Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Observation – Feedback provided to work crews for the purposes of heightened awareness of an item that if not addressed by a completion inspection may result in a nonconformance.

Procedure -- Specified way to perform an activity.

Product Samples - Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged. Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project

Project – Unique process consisting of a set of coordinated and controlled activities with start and finish dates, undertaken to achieve an objective conforming to specific requirements, including the constraints of time, cost and resources.

Project Quality Assurance/Quality Control Plan - A document setting out the specific quality objectives, practices, resources and sequence of activities relevant to a particular Contract or project.

Quality Assurance - Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed work will comply with requirements.

Quality Audit - A formal review/investigation to determine whether the quality characteristics of a product or service meet the defined quality criteria.

Quality Control – the performance of tasks which ensure that work is performed according to plans and specifications

Quality Manual – Documents consisting of SI Mechanical policies for quality management methods instituted as a company. Standard operating procedures supplement the quality manual policies with work steps. This manual is copyright 2011 Calderria Quality. Forms are also part of this manual with step by step instructions.

Records - Documentary evidence of the specification of individual items, standards of work, and compliance with the Quality Management System requirements.

Reject – A disposition of a nonconformance for an item unsuitable for its intended purpose and economically or physically incapable of being reworked or repaired.

Repair – A disposition of a nonconformance for an item acceptable for its intended use even though it is not restored to a condition which meets all specification requirements.

Rework – A disposition of a nonconformance for an item that can be brought into conformance with the original requirements through re-machining, reassembling, reprocessing, reinstallation, or completion of the required operations.

Shop Drawings - Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work. Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to integrate the product or system into the project. Shop drawings show how multiple systems and interdisciplinary work will be coordinated

Standard Operating Procedure - A document that details the purpose and scope of an activity, and specifies how it is to be carried out. The output from a procedure provides objective evidence (in the form of records) of the compliance to the quality system requirements.

Subcontractor - A company, organization or individual providing a service or product, which may include labor, plant, materials or other facilities or resources

Task – A definable features of work. A task which is separate and distinct from other tasks and has separate control requirements. A task could be identified by different trades or disciplines, or it could be separate phases of work by the same trade. At minimum each section of the specifications is a task; however, there are frequently more than one definable feature under a particular section.

Test Reports - Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements.

Use-As-Is – A disposition of a nonconformance for an item that will satisfy its intended use, even though it does not meet all design/functional requirements.

Verify - The process of confirming the soundness or effectiveness.

14. FORMS

SI Mechanical Controlled Materials Form 53

SI Mechanical Material Inspection and Receiving Report 54

SI Mechanical Daily Production Report 55

SI Mechanical Work Task Inspection Form 56

SI Mechanical Nonconformance Report 57

SI MECHANICAL Controlled Materials Form <small>Version 20150128</small>				
Contract ID	Contract Name	Preparer	Date	
[ProjectNumber]	[ProjectName]			

Contract Section/ Activity ID	Material	Intended Use (if description is necessary)	Lot Traceability Requirements	Method for identification of Approved Inspection Status

SI MECHANICAL
Material Inspection and Receiving Report

Version 20150128

Contract ID	Contract Name	Purchase Order No.	Supplier			Bill of Lading No.	Date	
[ProjectNumber]	[ProjectName]							
Item No.	Stock/Part No.	Description	Quantity Received	Condition	Marking	Accept	Conditional Use	Reject
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Receiving Quality Control								
ACCEPTANCE								
Listed items have been accepted by me or under my supervision								
<input type="checkbox"/> Conform to contract specifications EXCEPT as noted herein or on supporting documents.								
<input type="checkbox"/> Received in apparent good condition EXCEPT as noted								
Signature of authorized person and date: _____								
EXCEPTIONS:								

SI MECHANICAL Daily Production Report

Version 20150128

Project ID	Project Name	Preparer*/Date
[ProjectNumber]	[ProjectName]	
<p>* On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.</p>		
	Description	
Job-ready and WIP Inspections (Active work tasks)		
Work Tasks Completion Inspections		
Sampling/Tests Performed		
Nonconformance Reports		
Problems encountered, actions taken, problems, and delays		
On Site Subcontractors and Suppliers, Company Crews, and Visitors		
Meetings held and decisions made		
General Remarks and improvement ideas		
Weather conditions	Temperature: Low: _____ F High: _____ F Precipitation: <input type="checkbox"/> No <input type="checkbox"/> Yes, type and amount: _____	

SI MECHANICAL Work Task Inspection Form

Version 20150128

Work Task :

Project: Id#
[ProjectNumber]Project Name:
[ProjectName]Subcontractor and Supplier Company
ID/Name:

Location/Area:

Reference drawing version #:

Crew ID/Name

Compliance Verification

- ☐ Compliance with initial job-ready requirements
- ☐ Compliance with material inspection and tests
- ☐ Compliance with work in process first article inspection requirements
- ☐ Compliance with work in process inspection requirements
- ☐ Compliance with work task completion inspection requirements
- ☐ Compliance with inspection and test plan

Heightened Awareness Checkpoints

- ☐ [Insert items identified at project startup and preparatory meetings]
- ☐
- ☐
- ☐
- ☐

Production Notes:

Reported Nonconformances:

Verification of Work Task Completion (sign and date)

Subcontractor and Supplier Sign and date*:
Work task verified complete to specifications (sign and date)

Project Superintendent Sign and date*:
Work task verified complete to specifications (sign and date)

Project Superintendent score subcontractor/crew
performance and feedback notes

Quality: 5 4 3 2 1
Safety: 5 4 3 2 1
Delivery: 5 4 3 2 1

Quality Manager Sign and date*:
Work task verified complete to specifications (sign and date)

Quality Manager score quality performance and
feedback notes

Quality: 5 4 3 2 1

* On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.

<h2 style="text-align: center;">SI MECHANICAL</h2> <h3 style="text-align: center;">Nonconformance Report</h3> <p style="text-align: center;">Version 20150128</p>		
Nonconformance Report Control ID	Project ID	Project Name
	[ProjectNumber]	[ProjectName]
Preparer Signature/ Submit Date		Quality Manager Signature / Disposition Date
Description of the requirement or specification		
Description of the nonconformance, location, affected area, and marking		
Disposition	<input type="checkbox"/> Replace <input type="checkbox"/> Repair <input type="checkbox"/> Rework <input type="checkbox"/> Use As-is	
	Approval of disposition required by customer representative? Yes <input type="checkbox"/> No <input type="checkbox"/> Customer approval signature /date: _____	
Corrective Actions	<input type="checkbox"/> Corrective actions completed Name/Date: _____ Customer acceptance of corrective actions required? Yes <input type="checkbox"/> No <input type="checkbox"/> Name/Date: _____	
Preventive Actions		
	<input type="checkbox"/> Preventive actions completed Name/Date: _____	



PO Box 1617
Manhaca, Texas 78652
(512) 593-6001
<http://www.simechanical.com>
TACLA458925C / M-40866

Fee Schedule

Regulated by the Department of Licensing and Regulation
PO Box 12157
Austin, Texas 78711
1-800-803-9202
<http://www.license.state.tx.us/>

RFP 2023-P03 Countywide Plumbing

Attachment A: Fee Schedule

- Prior to beginning any repair or replacement, the contractor will troubleshoot the system to diagnose the system's problems. The County shall not incur any extra charge for this service.
- An estimate of hours required, and number of workers needed to complete a requested service will be provided to Hays County by the Contractor at the time the Contractor schedules the work.
- Hays County will only be billed for actual hours on the job. The contractors will be required to check in when they arrive to the job site and will be required to check out when completed.
- Mark up on parts and materials shall include the contractors time, labor and travel to obtain the necessary parts for repairs and replacements.

Hourly Charges: Below includes a breakdown of hourly rates.

Licensed MASTER Plumber:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Licensed JOURNEYMAN Plumber:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Licensed APPRENTICE Plumber:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Supervisor/FOREMAN:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Project Manager:

Monday through Friday - Regular Hours	\$_____ /hour
After-Scheduled Working Hours	\$_____ /hour
Weekends	\$_____ /hour
Holidays	\$_____ /hour

Parts: Contractor’s Percentage of Mark-up from Contractor’s Cost: Please indicate as a Percentage. The County reserves the right to conduct random audits on the pricing submitted.

_____ %

Other Charges: All other charges or potential charges must be clearly identified and described here, otherwise, they will not be allowed by Hays County

Description	Cost
	\$
	\$
	\$
	\$

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

Company Name: _____

Printed Name: _____

Signature: *R. Kulla*

Email Address: _____

Phone: _____



PO Box 1617
Manchaca, Texas 78652
(512) 593-6001
<http://www.simechanical.com>
TACLA458925C / M-40866

APPENDIX

1. Solicitation, Offer and Award
2. Vendor Reference
3. Conflict of Interest Questionnaire completed and signed
4. Code of Ethics signed
5. HUB Practices signed
6. House Bill 89 Verification signed and notarized
7. Senate Bill 252 Certification
8. Debarment & Licensing Certification signed and notarized
9. Vendor/Bidder's Affirmation completed and signed
10. Federal Affirmations and Solicitation Acceptance
11. Related Party Disclosure Form
12. System for Award Management (www.SAM.gov) Entity Registration Page
13. Any addenda applicable to this solicitation
14. SI Mechanical LLC Maintenance Agreement



SOLICITATION, OFFER AND AWARD

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

Solicitation No.:
RFP 2023-P03 Countywide Plumbing Services

Date Issued: November 15, 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 December 14, 2022.

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

For information please email:
purchasing@co.hays.tx.us

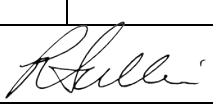
Questions concerning this RFP must be received in writing no later than 5:00 on December 2, 2022.

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:	SI Mechanical, LLC	Name:	Riley Sullivan
Mailing Address:	P.O. Box 1589 Buda, TX 78610	Title:	General Manager
		Email Address:	Rileys@simechanical.com
		Phone No.:	(512) 633-5658
Signature:		Date:	12/05/2022
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Riley Sullivan Rileys@simechanical.com (512) 633-5658		

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

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: JLL - Dell Facility

Address: 401 Dell Way, Round Rock, TX 78664

Contact Person and Title: Tony Douglas - Chief Engineer

Phone Number: (512) 636-6625

Scope & Duration of Contract: Facility wide (all Dell-Austin Facilities) Plumbing Maint. & Repairs (2016-Present)

Email: Tony.douglas@delteam.com

REFERENCE TWO

Company Name: Hays CISD

Address: 21003 Interstate 35, Kyle, TX 78640

Contact Person and Title: Albert Flores - Director of Energy Mgmt., HVAC, & Plumbing

Phone Number: (512) 268-8442 ext. 46135

Scope & Duration of Contract: District wide Plumbing Maint. & Repairs (2020-Present)

Email: Albert.flores@hayscisd.net

REFERENCE THREE

Company Name: City of Austin

Address: 301 W. 2nd Street, Austin, TX 78701

Contact Person and Title: Anthony Wright - Facility Service Specialist

Phone Number: (512) 974-3960

Scope & Duration of Contract: City wide Plumbing Maint. and Repairs (Jan. 2022-Present)

Email: Anthony.wright@austintexas.gov

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>SI Mechanical, LLC</p> </div> <div style="width: 30%;"></div> </div>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____ Name of Officer</p>		
<p>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.</p> <p style="margin-top: 20px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-top: 10px;">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?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>		
<p>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.</p> <p style="margin-top: 10px;">N/A</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p>7</p> <p style="text-align: center;"></p> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: right;"> <p>12-05-2022</p> <p>_____ Date</p> </div> </div>		

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: Riley Sullivan / General Manager

COMPANY NAME: SI Mechanical, LLC

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 of 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.

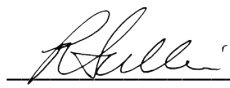
3. GUIDELINES

- 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

12-05-2022

Date

X. Hays County House Bill 89 Verification

I, Riley Sullivan (Person name), the undersigned representative of
SI Mechanical, LLC (Company or Business name, hereafter referred to as Company) being an adult
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
227

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:

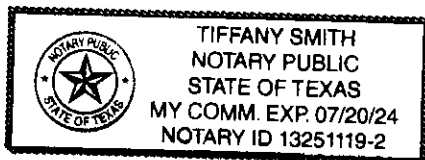
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

R. Sullivan
Signature of Company Representative

12-05-2022
Date

On this 5th day of December, 2022, personally appeared Riley Sullivan, t
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Tiffany Smith
Notary Public in and for the State of Texas

(if other Texas, Write state in here _____)

12-5-22
Date

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
- 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.

SI Mechanical, LLC

Name of Firm

Riley Sullivan

Signature of Certifying Official

Riley Sullivan

Printed Name of Certifying Official

General Manager

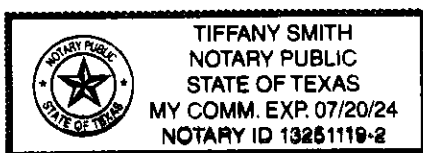
Title of Certifying Official

12-05-2022

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 SI Mechanical LLC on this 5th the day of December 2022, on behalf of said Firm



Jeffrey Smith
Notary Public in and for the State of Texas

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

My commission expires: 7-20-24

XI. Hays County Purchasing Department Senate Bill 252 Certification

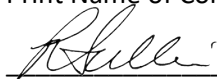
Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 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.

SI Mechanical, LLC

Company Name

Riley Sullivan

Print Name of Company Representative



Signature of Company Representative

12-05-2022

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

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:

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

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

SI Mechanical, LLC
Name of Contracting Company

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


Signature of Company Official Authorizing Bid/Offer

Riley Sullivan
Printed Name

Rileys@simechanical.com
Email Address

General Manager
Title

(512) 633-5658
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 (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

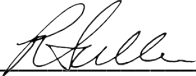
Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation 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 X NO

Authorized Signature: 

Printed Name & Title: Riley Sullivan / General Manager

Respondent's Tax ID: 45-5096017 Telephone: (512) 593-6001

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

N/A

Employee Name	Title
---------------	-------

Section B: Former Hays County Employee

N/A

Employee Name	Title	Date of Separation from County
---------------	-------	--------------------------------

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

N/A

Hays Employee/Former Hays Employee Name	Title
---	-------

Name of Person Related	Title	Relationship
------------------------	-------	--------------

Section D: No Known Relationships

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

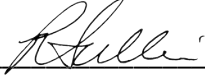
No Relationships

Attach additional pages if necessary.

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

SI Mechanical, LLC

Name of Vendor



Signature of Certifying Official

Riley Sullivan

Printed Name of Certifying Official

General Manager

Title of Certifying Official

12-05-2022

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 grandparent	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.



SI MECHANICAL LLC

Unique Entity ID LDKUNS66TSB8	CAGE / NCAGE 8TET5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 4, 2023	
Physical Address 5198 Fm 1327 Creedmoor, Texas 78610-2015 United States	Mailing Address PO Box 1589 Buda, Texas 78610 United States	

Business Information

Doing Business as (blank)	Division Name Si Mechanical, Llc	Division Number (blank)
Congressional District Texas 35	State / Country of Incorporation Texas / United States	URL www.simechanical.com

Registration Dates

Activation Date May 16, 2022	Submission Date May 4, 2022	Initial Registration Date Dec 10, 2020
--	---------------------------------------	--

Entity Dates

Entity Start Date Jun 12, 2012	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

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
Assistant County Auditor
stephanie.hunt@co.hays.tx.us

December 6, 2022

ADDENDUM #1 RFP 2023-P03 Countywide Plumbing

Please find attached Addendum #1 to **RFP 2023-P03 Countywide Plumbing**. 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

SI Mechanical, LLC

Company Name

12/12/2022

Date

ADDENDUM #1
RFP 2023-P03 Countywide Plumbing

Questions:

1. If awarded this contract and there is new construction/new building, would we still be able to bid on it if a formal procurement was released?
 - *Yes*

2. Will the County supply their own materials?
 - *Per III. Specifications, B. Scope of Work #3 Repair Services:
At the sole discretion of the County, material may be provided to complete scope of repair work.*
 - *Per III. Specifications, B. Scope of Work #4 Proposals for Repair Work:
Repair proposals shall include an itemized list of materials...If the County Chooses to provide their own materials, then the awarded contractor will provide a needed materials list to the department to ensure the correct materials are ordered and do not cause a delay in the repair.*

3. Is there a spot of “minimum charge”?
 - *On Attachment A: Fee Schedule, list under “Other Charges” section.*



MAINTENANCE AGREEMENT

TACLA45892C

Date: 12/12/2002
Customer: Hays County
Address: 712 S. Stagecoach Trail
San Marcos, TX 78666

Proposal # PM-22038
Attn: Hays County Purchasing
Phone: (512) 393 2283
Email: Purchasing@co.hays.tx.us

We are pleased to offer the following:

☐ Full Service Maintenance Agreement

☒ Maintenance & Inspection Agreement

S I Mechanical, LLC is pleased to submit the following maintenance and repairs proposal pertaining to the specific mechanical equipment at the above referenced site.

All (schedule or emergency) maintenance and repairs will be performed as needed on all plumbing equipment outlined in the attached proposal. Upon completion of each visit, a S I Mechanical, LLC Service Link, will be sent out detailing the work completed and any additional notes, pictures or videos.

The price to perform the above will be as described on **RFP 2023-P03 County Wide Plumbing Services** plus applicable taxes.

Additional work approved by customer, outside of the maintenance agreement will be invoiced at the following rates.

Journeyman -	Regular Time... \$105.00	Per Hour	Overtime..... \$157.50	Per Hour	Holiday..... \$210.00	Per Hour
Apprentice -	Regular Time... \$85.00	Per Hour	Overtime..... \$127.50	Per Hour	Holiday..... \$170.00	Per Hour
Material -	Make-up..... 25%		Subcontractor(s)..... 15%			

Note - (2) hour minimum on all service calls & (4) hour minimum on all afterhours/emergency calls

We appreciate the opportunity to provide you with the services you require. Should you have any questions or need further assistance please feel free to contact us at (512) 593-6001.

If this proposal is acceptable, please sign below and return by email to Rileys@simechanical.com or facsimile to (512) 782-2174 with a purchase order, if needed. A signed acceptance must be received prior to our commencing work. Our terms are net ten days from the invoice date, and past due after thirty days. This proposal is good for 30 days.


Upon Acceptance, S I Mechanical, LLC shall furnish service starting TBD This agreement shall continue for a period of 1 year(s) (the term) from said date and shall be automatically renewed for each successive term unless cancelled in writing 30 days prior to final services provided..

This contract is subject to a price revision upon the renewal date. The revision will be based on the current Consumer Price Index (CPI). This agreement is not valid without signature of customer and associated attachments.

CUSTOMER

Accepted By: _____
Name: _____
Title: _____
Company: _____
Date: _____

S I Mechanical, LLC

Accepted By: 
Name: Riley Sullivan
Title: Service Department Manager
Company: SI Mechanical, LLC
Date: 12/12/2002



SERVICE DESCRIPTION

Full Service Maintenance Agreement



Full Service Maintenance Agreement Coverage provides for all labor, parts, and material associated with maintaining and repairing the equipment identified in this agreement. This agreement assumes that the equipment listed is in good running, maintainable condition and eligible for coverage under a Full Maintenance Agreement. If on the first inspection, repairs are required, a proposal for repairs will be submitted for owner's approval. If these repairs are declined, the subject equipment may be removed from the Full Maintenance Agreement coverage at the discretion of S I Mechanical, LLC; the price of the agreement will be adjusted accordingly. The proposal indicates the number of inspections S I Mechanical, LLC is Agreementually obligated to; however, if additional inspections are required, they will be made as S I Mechanical, LLC sees fit.

Maintenance & Inspection Agreement



A Maintenance & Inspection Agreement provides early detection of problematic operating conditions to avoid costly repairs and equipment failures along with manufacturer recommended maintenance functions. All labor, parts, and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the Agreement invoice.

Services Included:

Plumbing Services & Repairs Offered:

Backflow Prevention

Domestic Water

Storm Water Drainage

Sanitary Waste

Reclaimed / Re-used / Rainwater / Condensate Collection

Cathodic Protection

Natural Gas

Plumbing Fixtures

With respect to Service Agreement agreements:

S I Mechanical, LLC agrees to:

1. Regularly inspect the equipment at intervals as indicated on the specific equipment schedule attached here as "schedules."
2. Furnish customer with a copy of the Service Technician's report indicating what repairs, if any, are necessary resulting from each inspection.
3. Improve or repair the equipment upon proper authorization from the customer. Labor and materials will be charged at S I Mechanical, LLC's rate of charge in effect at the time the work is performed.
4. In the case of Full Service Maintenance Agreements, S I Mechanical, LLC will perform repairs at no additional cost. Determine as to the type of repair or replacement of any equipment or part thereof shall be made in accordance with S I Mechanical, LLC's judgment.
5. Instruct the customer in the operation of equipment to provide the greatest operating efficiency.
6. Provide the customer with preferential service over regular service activity at T&M rates.
7. Complete operating log form for Agreement covered equipment and present to owner.

Customer agrees to:

1. Operate the subject equipment in accordance with S I Mechanical, LLC instructions.
2. Promptly notify S I Mechanical, LLC of any unusual operating conditions.
3. Permit only S I Mechanical, LLC and/or S I Mechanical, LLC's affiliated companies to work on subject equipment
4. Provide access to all equipment during normal working hours.

Service Agreements do not include coverage of the following;

1. Equipment cabinets.
2. Ductwork and air distribution devices.
3. Water supply and drain beyond the subject equipment.
4. Repair or replacement of heat exchangers in gas fired furnaces and duct heaters.
5. Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger.
6. Moving or relocation of the subject equipment.
7. Repairs due to freezing.
8. Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies.
9. Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatever beyond the control of S I Mechanical, LLC.
10. Electrical components associated with the equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work.
11. Water treatment.
12. Piping systems of any nature.
13. Taxes

TERMS & CONDITIONS

This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.

2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, which ever is lesser of the two.

3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.

4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.

The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.

5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of it's affiliated companies.

6. S I Mechanical, LLC and it's affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.

9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property. S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.

10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.

11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB)_ on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.

12. S I Mechanical, LLC shall comply with it's affirmative action, environmental and safety policies as mandated by the government.

Proposal # PM-22038

Accepted by: _____

Company Name	S I Mechanical, LLC

Define parameters for Hourly Billing
(If applies):

Hourly Billing Rate - Regular Time applies		Hourly Billing Rate - Overtime applies		Hourly Billing Rate - Premium Time applies	
Days of the week:	Monday - Friday	Days of the week:	Mon - Fri / Sat-Sun	Days of the week:	Holidays
Hours of the day:	7:00am - 5:00pm	Hours of the day:	5:00pm - 7:00am / all	Hours of the day:	All

Effective Date
Material Markup %
Currency Code

1/1/2023
25%
USD

Trade (Services to be Performed)	Employee Classification	Regular Time Rate (per hour)	Overtime Rate (per hour)	Premium Time Rate (per hour)	Mileage (Per Mile)	Other Rates (Not based on an hourly rate)	Comments
Plumbing Apprentice	APPRENTICE	\$ 85.00	\$ 127.50	\$ 170.00	\$ -	\$ -	
Plumbing Journeyman	JOURNEYMAN	\$ 105.00	\$ 157.50	\$ 210.00	\$ -	\$ -	
Plumbing Supervisor	SUPERVISOR	\$ 105.00	\$ 157.50	\$ 210.00	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
Small Sewer Machine		\$ -	\$ -	\$ -	\$ -	\$ 75.00	per use / discount applys for multiple uses
Medium Sewer Machine		\$ -	\$ -	\$ -	\$ -	\$ 150.00	per use / discount applys for multiple uses
Large Sewer Machine		\$ -	\$ -	\$ -	\$ -	\$ 250.00	per use / discount applys for multiple uses
Large Jetter		\$ -	\$ -	\$ -	\$ -	\$ 500.00	per line / discount applys for multiple lines
Small Jetter		\$ -	\$ -	\$ -	\$ -	\$ 250.00	per line / discount applys for multiple lines
Sewer Camera		\$ -	\$ -	\$ -	\$ -	\$ 250.00	per use / recording
Generator		\$ -	\$ -	\$ -	\$ -	\$ 40.00	per day
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	



PO Box 1617
Manchaca, Texas 78652
(512) 593-6001
<http://www.simechanical.com>
TACLA458925C / M-40866

The End

RFP 2022-P03 Countywide Plumbing Services - Bid

Regulated by the Department of Licensing and Regulation
PO Box 12157
Austin, Texas 78711
1-800-803-9202
<http://www.license.state.tx.us/>



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Debbie Ingalsbe

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a \$50,000.00 capital funding contract with Central Texas Dispute Resolution Center (DRC) as approved during the FY23 budget process. **INGALSBE**

Summary:

The Commissioners Court set aside \$50,000 during the FY23 budget process to assist the Central Texas Dispute Resolution Center (DRC) with daily expenses and to maintain office space in Hays County.

Fiscal Impact:

Amount Requested: \$50,000

Line Item Number: 001-895-98-381.5600

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, Project Contributions Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Capital Funding Contract

**CONTRACT BETWEEN HAYS COUNTY AND
CENTRAL TEXAS DISPUTE RESOLUTION CENTER**

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

SECTION I. PARTIES TO THE CONTRACT

This contract is made and entered into by and between the County of Hays, a political subdivision of the State of Texas, hereinafter referred to as "County", represented by the Hays County Commissioners Court, and Central Texas Dispute Resolution Center hereinafter referred to as "Contractor" represented by Patty Shafer, President. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described.

SECTION II. CONTRACTOR PERFORMANCE

The Contractor is a Texas nonprofit corporation serving Central Texas, including Hays, Comal, Guadalupe, and Caldwell Counties, whose principal purpose is to provide the underserved and unserved citizens of the County with access to affordable, quality, effective, alternative dispute resolution ("ADR") services, including mediation, negotiation, facilitation, and conciliation. This includes providing counties with education and training regarding Alternate Dispute Resolution Services. In addition, the Contractor will assist in mediation to the County employees when requested. These funds will be used by the Contractor to use on day-to-day operations to allow them to maintain a presence in Hays County.

SECTION III. CONTRACT PERIOD

The period for performance of this contract shall commence January 31, 2023 and end December 31, 2023.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this contract, the total amount paid by the County to the Contractor under this contract shall not exceed the sum of \$50,000. The County's financial obligation shall be paid in one installment.

SECTION VI. COUNTY MONITORING

The Contractor shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by Contractor or any person or other entity with whom any portion of the performance hereunder has been subcontracted. The Contractor shall permit County free access to all premises under its control or under the control of any person or entity with whom any portion of the performance hereunder has been subcontracted.

SECTION VII. SUBCONTRACTS

The Contractor shall subcontract for the performances specified herein only where such subcontracts and the subcontractors are expressly specified herein or with the prior written approval of such subcontracts and subcontractors by the County. The Contractor, in subcontracting any of the performances hereunder, shall legally bind subcontractors to perform subject to all the duties, requirements, and obligations specified of Contractor herein with respect to such performance or any portions thereof.

In no event shall any provision of this section, specifically including the requirement that the Contractor obtain the prior approval of the County on the Contractor's subcontracts, be construed as relieving Contractor of the

responsibility for ensuring that the performance rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this contract as if the performance rendered were rendered by Contractor hereunder.

SECTION VIII. POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder shall be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

SECTION IX. CONFLICT OF INTEREST

No official or employee of the County and no employee of the Contractor, and no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTION X. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor as such, agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION XII. EQUAL OPPORTUNITY

A. Nondiscrimination

The Contractor assures that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this agreement or otherwise under the Contractor's control.

B. Nonsegregated Facilities

The Contractor certifies that all employee facilities under its control are provided in such a manner that segregation, whether by habit, local custom, or otherwise, on the basis of race, religion, color, or national origin, cannot result. Further, the Contractor will not assign or permit employees to perform services at any location under its control where facilities are segregated. Identical certifications from any proposed subcontractors will be obtained by the Contractor as a condition of subcontract award.

C. Employment (Race, Religion, Color, Sex or National Origin)

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other

forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth requirements of these nondiscrimination provisions.

2. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin
3. The Contractor will comply with all applicable equal opportunity laws, rules, regulations and orders.
4. The Contractor will furnish all information and reports and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with equal opportunity and affirmative action.
5. In the event of the Contractor's noncompliance with the equal opportunity conditions of this contract, this contract may be canceled, terminated, or suspended in whole or in part; the Contractor may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

(Physical or Mental Handicap)

6. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employee is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(Age)

7. The Contractor will not discriminate in employment against any person because of their age or specify, in solicitations or advertisements, a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

D. Real and Personal Property

The Contractor agrees that, as owner, lessee, assignee or managing agent of real or personal property, it will not refuse to rent, lease, sell or otherwise deny such property to any person(s) because of race, color, religion, sex or national origin; nor will the Contractor discriminate in the terms or privileges of the rental, lease or sale or in the furnishing of services in connection therewith. Advertisements, solicitations, notices, statements, or circulations pertaining thereto will not limit, prefer, or discriminate on the basis of race, color, religion, sex or national origin.

E. Minority and Female Entrepreneurship

Consonant with and in furtherance of equal opportunity under law, the Contractor agrees to consider and make reasonable use of minority-owned and female-owned businesses in the procurement of goods and service, in the use of real or personal property, and in contracting for construction. In all instances, affirmative emphasis will be given to minority-owned and female-owned businesses offering comparable quality and value. The Contractor will similarly require equal opportunity/affirmative action on behalf of minority-owned and female-owned businesses in its financial agreements.

SECTION XIII. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section IV, between the Contractor and the County have been reduced to writing and are contained herein.

SECTION XIV. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

SECTION XV. LEGAL AUTHORITY

- A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passes or taken giving the Contractor legal authority to enter into this contract and to perform the service Contractor has obligated itself to perform under this contract.
- B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on behalf of the Contractor to validly and legally bind Contractor to all terms, performances and provisions herein set forth.
- C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. Contractor is liable to County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract for the reason set aside in this contract.

SECTION XVI. AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received under this contract by the County audit staff, or a certified public accountant.

SECTION XVII. GEOGRAPHIC AND CLIENT COVERAGE

The Contractor shall provide performances under this contract only within Hays County and shall service only citizens, residents or employees of Hays County in using the funds provided by the County hereunder, except in an emergency situation wherein it is a dire necessity that a non-citizen or non-resident of Hays County, but who is at the time of service in Hays County, receive service from Contractor, in the expenditure of funds provided hereunder, on a temporary basis.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

WITNESS OUR HANDS EFFECTIVE THIS 16th OF JANUARY, 2023


Contractor Signature

Patty Shafer, President

Type or print name

Approved and accepted on behalf of the County of Hays.

Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Greater San Marcos Youth Council Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
GSMYC PW

Fiscal Impact:

Amount Requested: \$136,000

Line Item Number: 011-763-99-159.5600_017

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$136,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$136,000 - Increase Greater SM Youth Council Project Contribution 011-763-99-159.5600_017

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues and Project Contributions

New Revenue Y/N?: Yes, ARPA Second Tranche

Comments:

Attachments

ARPA Agreement - GSMYC
GSMYC - PW

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 Julia Ramsay-New Principal Officer of Greater San Marcos Youth Council, Inc. (“Beneficiary”), located at PO BOX 1455, San Marcos, TX 78667 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 \$136,000.00 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.

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 January 24, 2023 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 January 24, 2023.
- 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

- 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 29 employees were employed by the business/special-purpose unit of local government/non-profit as of January 24, 2023.

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 this condition precedent to judicial or quasi-judicial action.

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 January 24, 2023 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

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)

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

BENEFICIARY: Greater San Marcos Youth Council, Inc.

Owner Name: Julia Ramsay-New

Owner Title: Executive Director

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Greater San Marcos Youth Council

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Greater San Marcos Youth Council

1	Greater San Marcos Youth Council	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
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3	Eligibility	5
3.1	Final Rule.....	5

1 GREATER SAN MARCOS YOUTH COUNCIL

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Greater San Marcos Youth Council, Inc. (GSMYC) is a 501(c)(3) non-profit organization that normally receives a substantial part of their support from a governmental unit or from the general public to reduce family conflict and truancy in local schools, diminish runaways, abuse, neglect, and delinquent behaviors in children under age 18.

GSMYC's main office is at 1402 N Interstate 35, San Marcos, TX 78666¹. The office is within Qualified Census Tract 103.03². The office serves as the location for coordination of their two main programs: the Youth Shelter and Family and Youth Success (FAYS). Both programs are partially funded through contracts with the Department of Family and Protective Services (DFPS).

The Youth Shelter provides residential care for abused and neglected children ages 2-17 in a structured and nurturing environment where each child receives counseling, assessment services, and attends the appropriate educational setting.

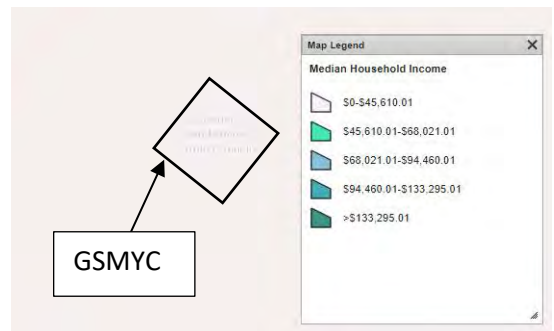
365 days per year FAYS provides non-residential prevention, and early intervention services to children (ages 6-17) and their families free of charge. Hays County residents and those that attend Hays County schools who are experiencing conflict or crisis are eligible for services.

GSMYC's Form-990 for the years 2018³ (\$1,242,360) and 2019 (\$1,070,665) document a \$171,695 decrease in gross revenue due to a pandemic-related decrease in contributions, grants, and fund raising.

Figure 1:Location of GSMYC's Office



Figure 2:Location of GSMYC's Office Location Median Income



Additionally, the Youth Shelter contract is for cost reimbursement and the FAYS non-residential contract is fee-based. The reimbursement percentages for each contract, for the years 2018 to 2020⁴ are below in Table 1. The decrease in 2020 contract reimbursement(s) coincides with a continued increase in demand for services and increased cost(s).

¹ Figure 1 is from Google Earth Imagery

² Figure 2 is from <https://egis.hud.gov/cpdmaps/> median income layer

³ Fiscal Year runs from 09/01 to 08/31 of each year

⁴ GSMYC Contract Reimbursements; see also GSMYC Residential Childcare with daily roster

Table 1: Department of Family and Protective Services Reimbursement Percentages

Contract Name	2018	2019	2020
Youth Shelter	89%	96%	78%
FAYS	68%	94%	71%

Finally, the pandemic-induced increase in costs associated with serving more children residentially, exceeding capacity (by one child for a total of 14 days in April 2020) and with children home around the clock during the pandemic shutdown periods, costs also increased for food, clothing, utilities, and janitorial supplies. This increase in the need for service also resulted in GSMYC paying \$20,000 in overtime despite having hired additional childcare staff.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Fund's (SLFRF) responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate GSMYC's financial hardship from pandemic related revenue loss. Through a grant of \$136,000 GSMYC 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

GSMYC provided their Form-990s for 2018, 2019, and 2020 to support their eligibility as a beneficiary under the SLFRF. A cost analysis of the price increase(s) and decrease in revenue was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined GSMYC can demonstrate a pandemic related harm up to \$236,298 in the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. GSMYC's initial award is \$136,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

During the COVID-19 pandemic GSMYC experienced a decrease in revenue, which is primarily funded by contributions and grants. The costs per day to care for each child in the youth shelter includes expenses for food, clothing, hygiene, household and janitorial supplies, payroll, staff development, and building repairs. These costs are included in the total expense for the year, which is then divided by the number

of days in service to arrive at daily cost per child for that year. Table 2 below shows the daily cost per child per year increased by \$42 from FY 2019 (\$135) to FY 2020 (\$177)⁵.

Table 2: Daily Cost per Fiscal Year for Youth Shelter Residents

Fiscal Year	Days of Service	Total Expense (\$)	Daily Cost per FY (\$)
2018	2628	382,436	145
2019	3559	478,933	135
2020	3543	626,926	177

In FY 2019 GSMYC was able to serve a total of 535 families through FAYS. In Fiscal Year 2020 that number dropped to 356, and further dropped in Fiscal Year 2021 to 242 families⁶.

GSMYC is a 501(c)(3) Public Charity that normally receives a substantial part of its support from a governmental unit or from the general public. Due to the pandemic GSMYC saw a reduction in its revenue for Fiscal Year 2019; the Fiscal Year runs September 1, 2019, to August 31, 2020.

Table 3: Form-990 Revenue Loss

	2018	2019
8 Contributions and grants	779,230	615,911
9 Program service revenue	460,479	450,294
10 Investment income	2,521	4,460
11 Other revenue	130	0
12 Total revenue	1,242,360	1,070,665
		(171,695)
		-14%
Projected Growth		\$1,306,962
Revenue Loss		(236,297)

The ARPA SLFRF grant is critical to help GSMYC bridge the gap between their necessary expenses and lost revenue experienced as a result of the COVID-19 pandemic. Table 3 shows there was a 14% drop in revenue from 2018 to 2019. Further, using the 5.2% growth rate provided by 31 CFR Part 35⁷ used to count projected annual growth in accordance with the US Treasury's revenue loss calculation, GSMYC's loss of revenue is \$236,297 for Fiscal Year 2019.

⁵ GSMYC Residential Childcare with daily roster

⁶ FAYS Families Served

⁷ 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2"

3 ELIGIBILITY

3.1 FINAL RULE⁸

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
- Increased costs (e.g., uncompensated increases in service need)
- 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 Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship⁹

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 beneficiaries¹⁰.

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

⁹ 31 CFR Part 35 – Final Rule A. Public Health and Negative Economic Impacts 1. Final Rule Structure, c. Assistance to Nonprofits

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



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name

GREATER SAN MARCOS YOUTH COUNCIL, INC.

Address

PO BOX 1455

City

SAN MARCOS

State

Zip Code

78667-1455

Organization Type

501 (C)(3)

Telephone

(512) 754-0500

Point of Contact

JULIA RAMSAY NEW

Title

EXECUTIVE DIRECTOR

DUNS or EIN Number

74-2553659

Amount Requested

\$136,000.00

Eligibility

- 1 Is the Organization a 501(c)(3) or 501(c)(19)? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31,
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? No
- 6 Has any federal, state, or local funding been received for this service or program? Yes



HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	Texas DFPS
Amount	\$368,691.99
Date Received	FY22
Other	
Name of Funding Source	Texas Family Protective Services
Amount	\$500,691.07
Date Received	FY22
Other	
Name of Funding Source	Emergency Food and Shelter Program
Amount	\$77,336.00
Date Received	FY22
Other	
Name of Funding Source	City of San Marcos
Amount	\$80,000.00
Date Received	FY22
Other	
Name of Funding Source	Hays County
Amount	\$70,000.00
Date Received	FY22
Other	

Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	X
IRS Determination Letter	
Texas Exemption Verification Letter	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	
Other	
Specify:	



HAYS COUNTY

9 Documents showing the increase in need generated by the pandemic:

Specify: _____

10 Documents showing decreased revenue:

Other _____

Specify: _____

X _____

Form 990s	



HAYS COUNTY

Certifications

11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials

gml

12

Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

gml

13

Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance)

Initials

gml

Julia Ramsay New
Signature

JULIA RAMSAY NEW

Print Name

EXECUTIVE DIRECTOR

Title

1-26-23

Date



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Dripping Springs Community Missions Partnership Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement
DS Community Missions PW

Fiscal Impact:

Amount Requested: \$20,813.00

Line Item Number: 011-763-99-159.5600_015

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$20,813 - Increase DS Community Missions Partnership Project Contribution 011-763-99-159.5600_015

(\$20,813) - Decrease ARPA Operating Expense 011-763-99-159.5301

Auditor's Office:

Purchasing Guidelines Followed Y/N?:

G/L Account Validated Y/N?: Yes, Project Contributions

New Revenue Y/N?: N/A

Comments:

Attachments

ARPA Agreement - DSHM
DSHM PW

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 Dave Edwards Principal Officer of Dripping Springs Community Mission Partnership Inc. (“Beneficiary”), located at PO BOX 867, Dripping Springs, TX 78620 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 \$20,813.00 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.

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 January 24, 2023 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 January 24, 2023.
- 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

- 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 one employee was employed by the business/special-purpose unit of local government/non-profit as of January 24, 2023.

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 this condition precedent to judicial or quasi-judicial action.

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 January 24, 2023 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

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)

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

BENEFICIARY: Dripping Springs Community Mission Partnership Inc.

Owner Name: Dave Edwards

Owner Title: Chairman

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Dripping Springs Hometown Missions

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Dripping Springs Hometown Missions

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1 DRIPPING SPRINGS HOMETOWN MISSIONS

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Dripping Springs Community Mission Partnership Inc., doing business as Hometown Missions(DSHM) is a 501(c)(3) faith-based non-profit organization that normally receives a substantial part of their support from the general public to ensure Dripping Springs homeowners live in safe and healthy homes. DSHM projects rely on volunteers and coordination is done remotely versus through a central office location.

DSHM hosts four fund raising events per year, a Super Bowl Party, Torch's Night, Founders Night, and Christmas on Mercer, and accepts invitations to speak to church congregations in person. The proceeds from these efforts are used to cover the costs of repairing existing homes or assisting with installing or repairing ADA accessible features, such as wheelchair entrance ramps (see Figure 1), for Dripping Springs homeowners. These are generational homes and/or homes owned by elderly residents that require maintenance and up-keep that is beyond their physical and monetary means.

DSHM is able to assist an average of 10 homeowners per year, with repairs carried out by an average of 15 volunteers per home. COVID-19 group and crowd restrictions in 2020 prohibited DSHM from hosting their fund raisers, speaking to congregations in-person, and using volunteer assistance. The number of available volunteers dropped to zero. The loss of its volunteer workforce meant that in 2020 DSHM was only able to assist seven homeowners by paying contractors, tradesmen and vendors using \$25,679 reserve funds.

DSHM experienced a revenue loss of \$18,120 in 2020 due to a decrease in contributions and the inability to hold fund raising events¹.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Fund's (SLFRF) responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate DSHM's financial hardship from their revenue loss. Through a grant of \$20,813 DSHM 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

DSHM provided their profit and loss statements for 2019, and 2020 to support their eligibility as a beneficiary of ARPA

Figure 1:DSHM Featured Project – construction & installation of a new ADA compliant 36 ft long wheelchair ramp



¹ Fiscal Year runs from 01/01 to 12/31 of the same calendar year

SLFRF. DSHM's ability to assist local residents with home repair and maintenance was reduced as a result of COVID 19 group and crowd restrictions, which prohibited in-person events, such as fund raisers and volunteers gathering to perform home repairs. The validation and cost reasonableness analysis determined DSHM can demonstrate a pandemic related harm up to \$20,813 the for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. DSHM initial award is \$20,813.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

During the COVID-19 pandemic DSHM experienced a decrease in revenue, which is primarily funded by contributions from individual donors. In 2019 Individuals donated \$40,634 compared to 2020, when individuals donated \$12,909.

DSHM Profit and Loss statements for 2019 and 2020 were used to determine pandemic-induced revenue loss. Tax exempt organizations are not required to file Form 990 or Form 990-EZ when their gross receipts are normally not more than \$50,000.

Table 1: Profit and Loss Statements

	2019	2020
Donations - Churches	11,150	13,750
Donations – Individuals	40,634	12,909
Gross Revenue	51,784	33,664
Expenses	48,923	25,679
Net Income	2,861	7,985
		(18,120)
		-35%
Projected Growth		\$54,477
Revenue Loss		(20,813)

The ARPA SLFRF grant is critical to help DSHM recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was a 35% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35² to count projected annual growth in accordance with the US Treasury's revenue loss calculation, DSHM loss of revenue is \$20,813 for 2020.

² 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

3 ELIGIBILITY

3.1 FINAL RULE³

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

- Loans or grants to mitigate financial hardship⁴

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 beneficiaries⁵

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

⁴ 31 CFR Part 35 – Final Rule A. Public Health and Negative Economic Impacts 1. Final Rule Structure, c. Assistance to Nonprofits

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



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

<u>Applicant Name</u>	DRIPPING SPRINGS COMMUNITY MISSION PARTNERSHIP INC.		
<u>Address</u>	PO BOX 867		
<u>City</u>	DRIPPING SPRINGS	<u>State</u>	TX
<u>Zip Code</u>	78620		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(737) 900-4518		
<u>Point of Contact</u>	DAVE EDWARDS		
<u>Title</u>	CHAIRMAN		
<u>DUNS or EIN Number</u>	46-4908732		
<u>Amount Requested</u>	\$20,813.00		

Eligibility

- 1 Is the Organization a 501(c)(3) or 501(c)(19)? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 2024
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? No
- 6 Has any federal, state, or local funding been received for this service or program? No



HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	N/A
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	X
Texas Exemption Verification Letter	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	
Labor Hours and Rates	
Change Orders	
Other	

Specify:

9 Documents showing the increase in need generated by the pandemic:

Specify:

10 Documents showing decreased revenue:

Other

X

Specify:

Profit and Loss Statements



HAYS COUNTY

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials

DE

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

DE

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance)

Initials

DE

DAVE EDWARDS
Signature

DAVE EDWARDS

Print Name

CHAIRMAN

Title

1-26-2023
Date



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Wimberley 4-H Buyers Pool, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SMITH**

Summary:

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement

W 4-H Buyers Pool PW

Fiscal Impact:

Amount Requested: \$50,000.00

Line Item Number: 011-763-99-159.5600_016

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$50,000 - Increase Wimberley 4-H Buyers Pool Project Contribution 011-763-99-159.5600_016

(\$50,000) - Decrease ARPA Operating Expense 011-763-99-159.5301

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Project Contribution Expense

New Revenue Y/N?: N/A

Comments:

Attachments

ARPA Agreement -Wimberley 4-H Buyers Pool

Wimberley 4-H Buyers Pool PW

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

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This Agreement is entered into by and between Hays County (“Hays County”) and Brent McCallick Principal Officer of Wimberley 4-H Buyers Pool (“Beneficiary”), located at 100 Sagemont Drive, Wimberley, TX 78676 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 \$50,000.00 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.

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

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 - A special-purpose unit of local government
 - A 501(c)(3); or
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 - 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 January 24, 2023.
- 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.)
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- Library
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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).

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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

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)

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

BENEFICIARY: Wimberley 4-H Buyers Pool

Owner Name: Brent McCallick

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Wimberley 4H Buyers Pool

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Wimberley 4H Buyers Pool

1	Wimberley 4H Buyers Pool	2
1.1	Designating a Public Health Impact	2
1.2	Designing a response to a pandemic harm.....	2
1.3	Program Summary	2
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility.....	4
3.1	Final Rule.....	4

1 WIMBERLEY 4H BUYERS POOL

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Wimberley 4H Buyers Pool is a 501(c)(3) non-profit organization that raises funds to distribute to deserving kids in the form of scholarships, 4-H and Future Farmers of America (FFA) Projects.

Wimberley 4H's central office is the Hays County Extension Office at 200 Stillwater Rd, Wimberley TX 78676. They also meet monthly at the Wimberley VFW Post #6441, at 401 Jacobs Well Road, Wimberley, TX 78676. Their annual Memorial Day weekend rodeo is held at the VFW's rodeo grounds¹.

Wimberley 4H funds are commonly awarded as 1) support for the Hays County Livestock show in the form of purchasing animals, and/or 2) scholarships to students.

In years prior to 2020 the event raised over \$50,000 and was able to assist over 140 students (60+ in 2018, and 80+ in 2019). In 2020, COVID-19 group and crowd restrictions prohibited Wimberley 4H from hosting this event, consequently reducing their fund raising to \$0. However, they used reserve funds to give \$42,900 back to the community, i.e., \$3,000 in scholarships to 10 students and \$21,900 for the purchase of animals for 100 children to raise.

Wimberley 4H's Profit and Loss statements for the years 2019 (\$50,824.21) and 2020 (\$0) document a \$50,824 decrease in gross revenue due to a pandemic-related decrease in fund raising.

Figure 1: VFW Post #644 Rodeo Grounds



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 Wimberley 4H's financial hardship from the revenue loss. Through a grant of \$50,000 Wimberley 4H 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

Wimberley 4H provided their Profit and Loss statements from Form-990s for 2019 and 2020 to support their eligibility of as a beneficiary under the SLFRF. In 2020, Wimberley 4H's funding of scholarships and

¹ Google Earth Imagery

providing monies for stock show animal purchases was made possible using reserves as fund raising was reduced to \$0 due to COVID-19 group and crowd restrictions prohibited hosting their annual Memorial Day Rodeo.

The validation and cost reasonableness analysis determined Wimberley 4H can demonstrate a pandemic related harm up to \$53,467 for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. Wimberley 4H's initial award is \$50,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic Wimberley 4H saw a reduction in its revenue, which is primarily funded by fund raising at their annual Memorial Day rodeo. All monies raised are used to provide monies for stock show animal purchases for kids to raise the coming year and student scholarships.

Wimberley 4H Profit and Loss statements for 2019 and 2020 were used to determine pandemic-induced revenue loss. Tax exempt organizations are not required to file Form 990 or Form 990-EZ when their gross receipts are normally not more than \$50,000.

The ARPA SLFRF grant is critical to help Wimberley 4H recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 100% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35² to count projected annual growth in accordance with the US Treasury's revenue loss calculation, Wimberley 4H's loss of revenue is \$53,467 for 2020.

Table 1: Revenue Loss

	2019	2020
Rodeo	42,256	0.00
Rodeo concessions/T-shirts	8,568	0.00
Total Revenue	50,824	0.00
		(50,824)
		100%
Projected Growth		\$53,467
Revenue Loss		(53,467)

² 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

3 ELIGIBILITY

3.1 FINAL RULE³

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

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

- Loans or grants to mitigate financial hardship⁴

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 beneficiaries⁵

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

⁴ 31 CFR Part 35 – Final Rule A. Public Health and Negative Economic Impacts 1. Final Rule Structure, c. Assistance to Nonprofits

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

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

<u>Applicant Name</u>	WIMBERLEY 4-H BUYERS POOL		
<u>Address</u>	1000 SAGEMONT DRIVE		
<u>City</u>	WIMBERLEY	<u>State</u>	TX
<u>Zip Code</u>	78676		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(877) 829-5500		
<u>Point of Contact</u>	BRENT McCallick		
<u>Title</u>	DIRECTOR		
<u>DUNS or EIN Number</u>	87-0801981		
<u>Amount Requested</u>	\$50,000.00		

Eligibility

- 1 Is the Organization a 501(c)(3) or 501(c)(19)? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 2024
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? No
- 6 Has any federal, state, or local funding been received for this service or program? No

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	X
Texas Exemption Verification Letter	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	
Labor Hours and Rates	
Change Orders	
Other	

Specify:

--

9 Documents showing the increase in need generated by the pandemic:

Specify:

--

10 Documents showing decreased revenue:

	X
Other	

Specify:

Profit and Loss Statements

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials

BMM

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

BMM

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance)

Initials

BMM

Brent M McCallick
Signature

BRENT McCallick

Print Name

DIRECTOR

Title

1/26/2023
Date

**Hays County Commissioners Court****Date:** 01/31/2023**Requested By:**

Vickie Dorsett

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to establish a budget for the Local Assistance and Tribal Consistency Fund (LATCF) under the American Rescue Plan Act totaling \$100,000.00. **SMITH/DORSETT**

Summary:

On October 11, 2022, the Commissioners Court authorized submission of a \$100,000 funding application to the U.S. Department of the Treasury related to the LATCF funds available under the American Rescue Plan Act. The initial \$50,000 has been received, with the remaining \$50,000 tranche to be received prior to 9/30/23. The purpose of the LATCF program is to serve as a general revenue enhancement program for eligible counties.

Additionally, the Court authorized use of \$20,000 of this funding for the Sheriff's Office to enhance the current Fentanyl outreach program. The remaining \$80,000 may be used 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. Recipients may also use these funds to invest in infrastructure such as roads and bridges, technology infrastructure and data analysis resources to improve delivery of services to the community.

Fiscal Impact:

Amount Requested: None

Line Item Number: 012-763-99]

Budget Office:

Source of Funds: U.S Treasury Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: \$20k commitment for SO Fentanyl outreach program will be budgeted, with remaining \$80k available for additional projects as identified.

Sheriff's Office - Fentanyl Outreach Budget:

(\$20,000) - Increase Intergovernmental Revenue 012-763-99-175.4301

\$4,000 - Increase General Supplies 012-763-99-175.4301

\$900 - Increase Data Supplies 012-763-99-175.5202

\$3,250 - Increase Miscellaneous 012-763-99-175.5391 (SWAG items)

\$2,250 - Increase Printing Services 012-763-99-175.5461

\$3,000 - Increase Travel 012-763-99-175.5501

\$3,000 - Increase Continuing Education 012-763-99-175.5551

\$1,600 - Increase Computer Equipment 012-763-99-175.5712_400 (laptop)

\$2,000 - Increase Misc. Equipment 012-763-99-175.5719_400 (camera w/accessories)

County Wide Projects (TBD):

(\$80,000) - Increase Intergovernmental Revenue 012-763-99-159.4301

\$80,000 - Increase Contract Services (TBD) 012-763-99-159.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes, Intergovernmental Revenue and Operating Expenses

New Revenue Y/N?: Yes, \$100,000 Intergovernmental Revenues

Comments: N/A

Attachments

SO Fentanyl Outreach Budget

Sheriff's Office
Fentanyl Outreach Grant Budget

<u>G/L Account</u>	<u>Requested</u>	
	<u>Amount</u>	<u>Description</u>
General Supplies	4,000	Presentation supplies, easel, green screen
Data Processing	900	Monitors, USB, supplies
Miscellaneous	3,250	SWAG items with narcotic awareness slogans
Printing Services	2,250	Brochures, pamphlets
Travel	3,000	Presentations - hotel fees, per diem
Continuing Education	3,000	Registration Fees
Computer Equipment	1,600	Laptop for presentations
Miscellaneous Equipment	2,000	Camera with accessories
	20,000	Budget



Hays County Commissioners Court

Date: 01/31/2023

Requested By: Marcus Pacheco, Development Services Director

Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to approve the naming of a private driveway in Precinct 3, Amber Sky Lane.

SHELL/PACHECO

Summary

The owners of property located off W Lakeshore Dr. in Precinct 3, would like to name their private driveway, Amber Sky Ln. Each property owner has signed off on the request and the proposed name was verified with the Hays County GIS department.

Attachments

Driveway Map

Letter request

PROPOSED AMBER SKY LN



Amber Sky Lane

JULIEANNE CV

OAK RIDGE DR

W LAKESHORE DR

BELL SPRINGS RD

E LAKESHORE DR

RIVER RUN

Jonathan Moseley & Nancy Dingwall
626 Canyon Rim Drive
Dripping Springs, Texas 78620

January 9, 2023

Commissioner Lon Shell
Hays County Commissioner Precinct 3
Hays County
P.O. Box 2085
200 Stillwater
Wimberley, Texas 78676

Dear Commissioner Lon Shell :

We are property owners within the Double H Ranches subdivision, specifically the parcel containing 21.817 acres situated in the J.G. Puryear Survey No. 81, Abstract No. 601, Hays County, TX Lakeshore Drive. We are writing to you, in coordination with the other property owners, to formally request to name the Access Right-of-Way Easement that is referred to in the instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Double H Ranches" recorded under Document No. 20018303. Please accept our formal request to assign this Access Right-of-Way Easement the road name, **Amber Sky Lane**.

Enclosed is a document signed by each of the property owners acknowledging that we agree and endorse the proposal to name the Access Right-of-Way Easement to Amber Sky Lane and that any existing address will be relinquished.

Please direct any questions regarding this request to us either by email at dingwall@hotmail.com or by phone at 281-468-8192. Thank you very much for your attention to this matter and for your sincere consideration of our request.

Sincerely,



Jonathan Moseley & Nancy Dingwall

Enclosure: Signature Approvals (2 pages)

Signature Approvals

We, the undersigned, approve the request to name the Access Right-of-Way Easement that is referred to in the instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Double H Ranches" recorded under Document No. 20018303 to Amber Sky Lane. We, the undersigned, also acknowledge that, with Hays County approval of this road name request, existing addresses along the easement will change.

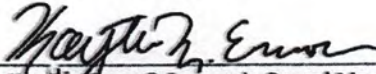
Seaflower LLC

Fabrice Helwig, Manager

Hays Property ID 174728

Legal Description, A0601 JG Puryear Survey - 25.054 Acres

Date



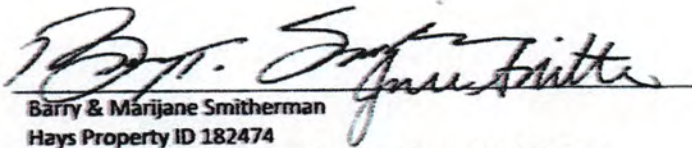
Kaylin Error & Fernando Bernal Morett

Hays Property ID 19602

Legal Description: A0601 JG Puryear Survey - 20.011 Acres

2023-Jan-14

Date



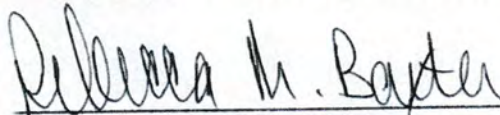
Barry & Marijane Smitherman

Hays Property ID 182474

Legal Description: A0601 JG Puryear Survey - 22.451 acres

Date

1/10/23



Double Happiness Development Inc

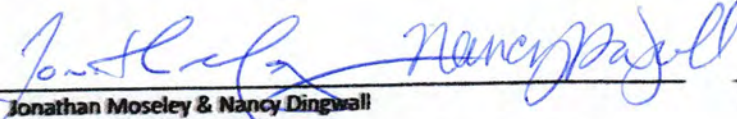
Rebecca Baxter, President

Hays Property ID 15776

Legal Description: A0274 - John H King Survey, 10.293 Acres (w/ .50 ac cell tower)

Date

1/17/23



Jonathan Moseley & Nancy Dingwall

Hays Property ID 182612

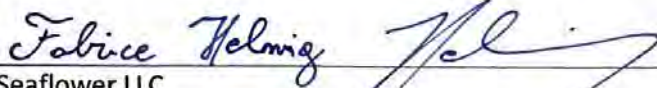
Legal Description: A0601 JG Puryear Survey, 21.817 Acres

Date

1/18/23

Signature Approvals

We, the undersigned, approve the request to name the Access Right-of-Way Easement that is referred to in the instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Double H Ranches" recorded under Document No. 20018303 to Amber Sky Lane. We, the undersigned, also acknowledge that, with Hays County approval of this road name request, existing addresses along the easement will change.



Seaflower LLC

Fabrice Helwig, Manager

Hays Property ID 174728

Legal Description, A0601 JG Puryear Survey – 25.054 Acres

01/10/2023

Date

Kaytlyn Error & Fernando Bernal Morett

Hays Property ID 19602

Legal Description: A0601 JG Puryear Survey – 20.011 Acres

Date

Barry & Marijane Smitherman

Hays Property ID 182474

Legal Description: A0601 JG Puryear Survey – 22.451 acres

Date

Double Happiness Development Inc

Rebecca Baxter, President

Hays Property ID 15776

Legal Description: A0274 – John H King Survey, 10.293 Acres (w/
.50 ac cell tower)

Date

Jonathan Moseley & Nancy Dingwall

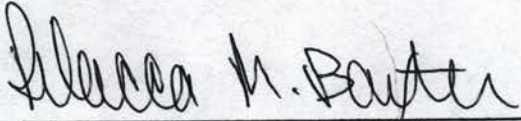
Hays Property ID 182612

Legal Description: A0601 JG Puryear Survey, 21.817 Acres

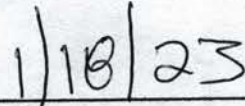
Date

Signature Approvals

We, the undersigned, approve the request to name the Access Right-of-Way Easement that is referred to in the instrument entitled "Declaration of Covenants, Conditions, and Restrictions for Double H Ranches" recorded under Document No. 20018303 to Amber Sky Lane. We, the undersigned, also acknowledge that, with Hays County approval of this road name request, existing addresses along the easement will change.



Double Happiness Development Inc
Rebecca Baxter, President
Hays Property ID 39800
Legal Description: River Oaks Ranch 1, Lot 75



Date



AGENDA ITEM REQUEST FORM: **K. 12.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Shari Miller

Sponsor:

Commissioner Shell

Agenda Item

Discussion on status of salary study conducted by Management Advisory Group International, Inc. **SHELL/MILLER**

Summary

Update and discussion on the status of the salary study conducted by Management Advisory Group International, Inc.



AGENDA ITEM REQUEST FORM: **K. 13.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to increase by 10% the pay of all employees in Hays County whose salary is under \$100,000 and who are not bound by the Collective Bargaining Agreement effective February 1, 2023. **BECERRA**

Summary

This increase is called due to the delay of the salary survey that would have brought the county employees to a market wage.



AGENDA ITEM REQUEST FORM: **L. 1.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

Summary



AGENDA ITEM REQUEST FORM: L. 2.

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of the Government Center Security positions within the office of the Hays County Sheriff's Office. Possible discussion and/or action may follow in open court. **SHELL/INGALSBE**

Summary

Additional information will be presented during Executive Session.



AGENDA ITEM REQUEST FORM: **L. 3.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions within the office of Hays County Human Resources. Possible discussion and/or action may follow in open court. **BECERRA**

Summary

Additional information will be presented during Executive Session.



Hays County Commissioners Court

Date: 01/31/2023

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.



AGENDA ITEM REQUEST FORM: **L. 5.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Tammy Crumley

Sponsor:

Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

Additional information will be presented in Executive Session.



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 4.429 acres, and drainage easement rights in 0.7077 acres and 0.689 acres from property located along FM 2001, owned by Triple Ewald Farms, LLC a Texas limited liability company, and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 76, 76E1 and 76E2). Possible discussion and/or action may follow in open court. **COHEN**

Summary



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire easement interest in 0.7486 acres from property located along FM 2001, owned by Lesley M. Nickel n/k/a Lesley M. Simpson, and which is required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcel 80E). Possible discussion and/or action may follow in open court. **COHEN**

Summary



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 5.389 acres, and drainage and utility easement rights in 0.1433 acres and 0.395 acres from property located along FM 2001, owned by Mark L. Simpson and Lesley M. Simpson, and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 81, 81E1 and 81E2). Possible discussion and/or action may follow in open court. **COHEN**

Summary



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 1.563 acres from property located along FM 2001, owned by Terrell Lee Olle, and which is required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcel 90). Possible discussion and/or action may follow in open court. **COHEN**

Summary



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 6.10 acres, and drainage and utility easement rights in 0.1143 acres, 0.1189 acres and 0.1143 acres from property located along FM 2001, owned by Geraldine Fogle McCormick, individually and as Trustee of the Family Trust created under the last will and testament of Thaddeus Charles McCormick, Jr., and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 91, 91E1, 91E2 and 91E3). Possible discussion and/or action may follow in open court. **COHEN**

Summary



AGENDA ITEM REQUEST FORM: **L. 11.**

Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary



Hays County Commissioners Court

Date: 01/31/2023

Requested By:

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 1626.

Possible discussion and/or action may follow in open court. **SMITH/COHEN**

Summary
