Commissioners Court March 3, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **3rd day of March 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4-5	Presentation regarding the Emerald Crown Trail. **SHELL/INGALSBE**

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.

2	6	Approve payments of County invoices. **VILLARREAL-ALONZO**
3	7	Approve payments of Juror checks. **VILLARREAL-ALONZO**
4	8	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
5	9-17	Approve Commissioners Court Minutes of February 25, 2020. **BECERRA/CARDENAS**
6	18	Authorize On-Site Sewage Facility Permit for a duplex located at 207 Oakwood Loop, San Marcos, Texas 78666. **SHELL/STRICKLAND**
7	19-42	Authorize the County Judge to execute a renewal agreement between Hays County and Johnson Controls in the amount of $3,496. **BECERRA/T.CRUMLEY**
8	43-44	Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the Flood Warning System Expansion Project as budgeted, additional Site Repairs for Old Bastrop Highway and Lime Kiln Road and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). **INGALSBE/RAVEN**
9	45-46	Authorize the execution of the 5th Amendment to the existing lease between Hays County and the City of San Marcos for the Women, Infants and Children ("WIC") Program office located at 150 Lockhart Street in Kyle. **JONES**
10	47-48	Authorize the execution of the First Amendment to a Chapter 381 Economic Development Incentive Agreement between Hays County and Katerra Construction LLC executed on or about October 24, 2019. **INGALSBE**
11	49	Authorize On-Site Sewage Facility Permit for a self-storage facility and apartment located at 9900 Darden Hill Road, Austin, Texas 78737. **SMITH/STRICKLAND**
12	50-53	Authorize the execution of Change Order No. 2 with Montoya Anderson Construction, Inc. (MAC) for $58,623.88 related to a waterline extension funded by the Hays CISD on the Old San Antonio Road improvements for project closeout. **JONES/BORCHERDING**
13	54-267	Approve specifications for IFB 2020-B05 US 290 @ Trautwein Road - Temporary Signal and authorize Purchasing to solicit for bids and advertise. **SMITH/BORCHERDING**
14	268	Approve out of state travel utilizing the Sheriff's Office Continuing Education Funds for Crime Scene Specialist Melody Jaramio to attend the Advanced Forensic Techniques in Crime Scene Investigations II Course in Glynco, Georgia on March 16-27, 2020. **INGALSBE/CUTLER**
15	269	Authorize payment to Ricoh USA, Inc. for $774.54 for the Sheriff's Office related to copier repairs where no purchase order was issued as required per the County Purchasing Policy. **INGALSBE/CUTLER**
16	270-273	Approve and accept the 2019 Racial Profiling Report for the Hays County Constable Office, Precinct 3. **SHELL/HELM**

17	274-280	Authorize the execution of Proposals from Beckwith Electronic Systems, LLC for the AV video/audio upgrade & Annotation Equipment for District Courtroom #5 as budgeted and allow an exemption from the bidding process pursuant to Texas Local Government Code 262.024A (7) (D). **INGALSBE/MCGILL/STEEL**
18	281	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2020 1st Quarter financial reporting. **INGALSBE/VILLARREAL-ALONZO**
19	282-283	Authorize payment to KONE Inc. for $790.14 for the Building Maintenance Department related to elevator repairs located at the Government Center in which no purchase order was issued as required per County Purchasing Policy. **INGALSBE/T.CRUMLEY**
20	284-290	Authorize the execution of the Revised FY 2020 Texas Indigent Defense Commission (TIDC) Indigent Defense Coordinator (IDC) Statement of Grant Award. **INGALSBE/SHELL/T.CRUMLEY**
21	291-294	Authorize an amendment to the contract with West Thomson Reuters for online legal research services as budgeted for the Law Library. **INGALSBE/BARRON**
22	295-364	Approve specifications for RFP 2020-P07 Bank Depository and authorize Purchasing to solicit for proposals and advertise. **BECERRA/RICHEY**
23	365	Authorize the purchase of consumable and recreational items for the 2020 Census Outreach Program utilizing the United Way grant contribution and amend the budget accordingly. **BECERRA/INGALSBE/T.CRUMLEY**
24	366	Authorize the purchase of ten (10) tablets and printed materials for the 2020 Census Outreach Program utilizing County Funds and amend the budget accordingly. **BECERRA/INGALSBE/T.CRUMLEY**
25	367-368	Authorize the execution of a Letter Amendment to the Interlocal Funding Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to the construction of turn lanes on HCISD projects in Precinct 2 originally executed on or about January 23, 2018 . **JONES**

ACTION ITEMS

ROADS

26	369-382	Discussion and possible action to authorize the execution of a Professional Services Agreement (PSA) between Hays County and Costello, Inc. to provide schematic design, environmental documentation, Plans, Specifications & Estimates (PS&E) and construction phase inspection services for proposed culvert improvements located 500 LF south of Meadow Woods Drive on FM 2770 in Kyle, TX. **JONES/BORCHERDING**
27	383-390	Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #107170496 in the amount of $86,517.66, and accept the 1-year revegetation bond #107170497 in the amount of $4,211.20 for 6 Creeks subd., Phase 1, Section 3. **SMITH/BORCHERDING**

SUBDIVISIONS

28	391-402	PLN-1401; Replat of Lot 10, Indian Hills Ranch Subdivision. Discussion and possible action to consider a variance from section 721.5.07 (C) of the Hays County Development Regulations and approval of final plat; hold public hearing. **JONES/PACHECO**

MISCELLANEOUS

29	403-417	Discussion and possible action to authorize the execution of a Professional Services Agreement (PSA) between Hays County and Vista Planning & Design related to a proposal for a Master Plan for El Rancho Cima. **SHELL**
30	418-420	Discussion and possible action to approve a resolution in support of the Emerald Crown Trail. **SHELL/INGALSBE**
31	421-424	Discussion and possible action authorize the execution of an Amendment No. 5 with Wellpath, LLC to extend the contract term and add EMT services related to the healthcare program at the Jail Division; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4) and amend the budget accordingly. **JONES/SMITH/CUTLER**
32	425-427	Discussion and possible action to approve the Charter for the Hays County Parks & Open Space Advisory Commission (POSAC); and to provide other direction to the Commission. **SHELL**
33	428-440	Discussion and possible action to authorize the submittal of a Project Information Form (PIF) to the Texas Water Development Board to allow for the future consideration of a formal application for an amount of up to $30 Million through the Clean Water State Revolving Fund (CWSRF) Program to facilitate the acquisition of Water Quality Protection Lands. **SHELL**

34	441-446	Discussion and possible action to execute a $56,186.75 Proposal with Kofile Technologies related to the preservation of microfilm as budgeted. **BECERRA/CARDENAS**
35	447-450	Discussion and possible action to execute a $249,991.32 Proposal with Kofile Technologies related to the preservation of probate case files as budgeted. **BECERRA/CARDENAS**

EXECUTIVE SESSIONS

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

36	451	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 Thread and Project Davis. Possible action may follow in open court. **JONES/INGALSBE**
37	452	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding La Cima Public Improvement District. Possible action may follow in open Court. **SHELL**

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.

38	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA/RAVEN**
39	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
40	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**
41	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. **BECERRA**
42	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. **SHELL**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 28th day of February, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Presentation regarding the Emerald Crown Trail.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

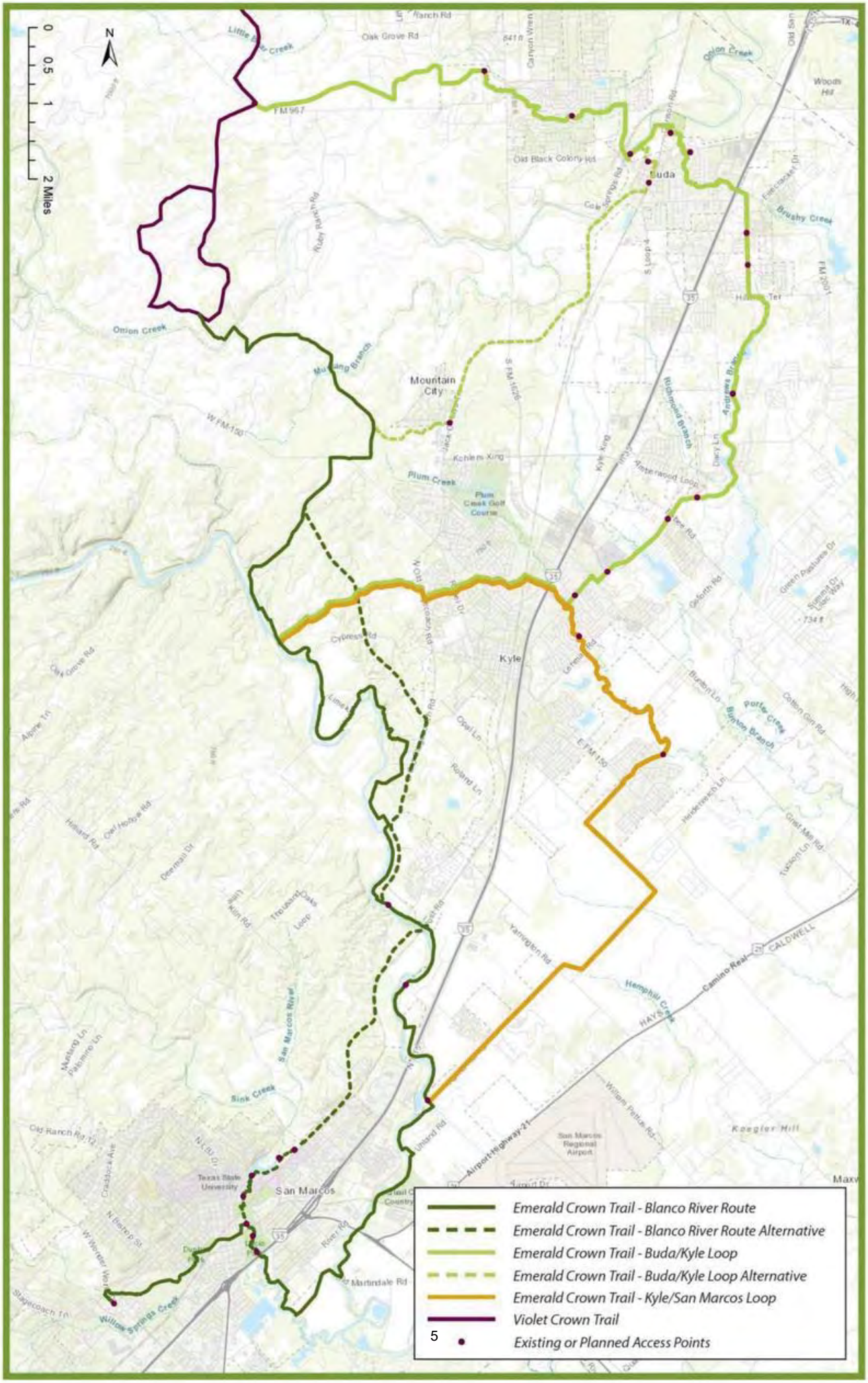
AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

A presentation will be made during Court.



0
0.5
1
2 Miles
N
Emerald Crown Trail - Blanco River Route
Emerald Crown Trail - Blanco River Route Alternative
Emerald Crown Trail - Buda/Kyle Loop
Emerald Crown Trail - Buda/Kyle Loop Alternative
Emerald Crown Trail - Kyle/San Marcos Loop
Violet Crown Trail
Existing or Planned Access Points
Mountain City
Kyle
Buda
San Marcos
Texas State University
San Marcos Regional Airport
Plum Creek Golf Course
Oak Grove Rd
Old Black Colony Rd
Onion Creek
Plum Creek
Brushy Creek
Sink Creek
San Marcos River
Willow Springs Creek
Camino Real
Airport Highway 21
Koegler Hill

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of February 25, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

**STATE OF TEXAS *
COUNTY OF HAYS ***

ON THIS THE 25TH DAY OF FEBRUARY A.D., 2020, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Jeff Latham 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

Rodrigo Amaya, Hays County resident, gave public comments responding to Commissioner Smith's comment at February 18th Commissioners' Court that the Sheriff doesn't make hiring decisions, the Commissioners' Court does. He said the County has learned nothing from its experiences building Substation 4. He complained that it's difficult to download agendas now. He commented on ACLU concerns about backlog of cases. Dan Lyon, Hays County resident, read from the Constitution sections about Jefferson's belief that the nation should be frugal and be wary of debt. He said that expenditures on a lawsuit against Kinder Morgan are a waste of money since Commissioners' Court has already stated it would be futile and the county isn't the right level to challenge Kinder Morgan. He commented on other expenditures. Mike Lee, Attorney, commented on the discourse surrounding Cite and Release.

1 PRESENTATION OF HAYS COUNTY SERVICE AWARDS.

5 Years of service awards went to Gina K May, County Court at Law 2, Rebecca Culpepper, District Attorney's Office, Felicia Batiste, Juvenile Detention Center, Kara Oldham, Juvenile Probation, and Carie Woods, Sheriff's Office. 10 Years of service awards went to Tina Henry, Sheriff's Office. 15 Years of service awards went to Timothy Wayne Thompson, Juvenile Detention Center, Patricia Ramirez, Sheriff's Office, and Raul Moreno, Transportation. 20 Years of service awards went to Erica Hernandez, Sheriff's Office, and Jerry Borcherding, Transportation. Retiree Debra Zoerb, District Attorney Office, and Edna Chagolla, District Attorney Office, were recognized for their service to Hays County. **No action was taken.**

34877 APPROVE PAYMENTS OF COUNTY INVOICES.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve payments of County invoices. All present voted "Aye." MOTION PASSED.

34878 APPROVE PAYMENTS OF JUROR CHECKS.

A motion was made by Commissioner Jones seconded by Commissioner Smith to approve payments of Juror checks. All present voted "Aye." MOTION PASSED.

34879 APPROVE COMMISSIONERS COURT MINUTES OF FEBRUARY 18, 2020.

A motion was made by Commissioner Jones seconded by Commissioner Smith to approve Commissioners Court Minutes of February 18, 2020. All present voted "Aye." MOTION PASSED.

34880 **APPROVE THE PAYMENT OF THE FEBRUARY 29, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $3,900,000.00 EFFECTIVE FEBRUARY 28, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to approve the payment of the February 29, 2020 payroll disbursements in an amount not to exceed $3,900,000.00 effective February 28, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

34881 **AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR THE BUZZ RV PARK LOCATED AT 145 KAI VISTA DRIVE, KYLE, TEXAS 78640.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for the Buzz RV Park located at 145 Kai Vista Drive, Kyle, Texas 78640. All present voted "Aye." MOTION PASSED.

34882 **AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 2 MOBILE HOMES LOCATED AT 2600 MATHIAS LANE, KYLE, TEXAS 78640.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to authorize On-Site Sewage Facility Permit for 2 mobile homes located at 2600 Mathias Lane, Kyle, Texas 78640. All present voted "Aye." MOTION PASSED.

34883 **APPROVE UTILITY PERMITS.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to approve Utility Permits. All present voted "Aye." MOTION PASSED.

34884 **APPROVE AND ACCEPT THE 2019 RACIAL PROFILING REPORT FOR THE HAYS COUNTY SHERIFF'S OFFICE.**

Commissioner Smith and Judge Becerra requested that future Racial Profiling Reports include maps showing concentrations of activity. **A motion was made by Commissioner Jones seconded by Commissioner Smith to approve and accept the 2019 Racial Profiling Report for the Hays County Sheriff's Office. All present voted "Aye." MOTION PASSED.**

34885 **APPROVE A REPLACEMENT LEASE FOR THE SHERIFF'S OFFICE THROUGH THE ENTERPRISE MASTER EQUITY LEASE AGREEMENT.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve a replacement lease for the Sheriff's Office through the Enterprise Master Equity Lease Agreement. All present voted "Aye." MOTION PASSED.

34886 **AUTHORIZE THE DISTRICT COURT TO PURCHASE ONE REPLACEMENT DELL LATTITUDE 5400 AND ONE REPLACEMENT OPTIPLEX 7070 COMPUTER VALUED AT $1,714.74 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Smith seconded by Commissioner Shell to authorize the District Court to purchase one replacement Dell Lattitude 5400 and one replacement OptiPlex 7070 Computer valued at $1,714.74 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34887 **AUTHORIZE PAYMENT TO WALDRIP INSURANCE AGENCY FOR $1,750 FOR FIDELITY BOND RENEWALS FOR TWO COUNTY COURT AT LAW JUDGES IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**

Commissioner Jones cautioned County Court at Law Judges and County Clerk to remember bonds in the next budget. **A motion was made by Commissioner Smith seconded by Commissioner Shell to authorize payment to Waldrip Insurance Agency for $1,750 for Fidelity Bond Renewals for two County Court at Law Judges in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.**

34888 AUTHORIZE PAYMENT TO WALDRIP INSURANCE AGENCY FOR $875.00 FOR FIDELITY BOND RENEWAL FOR COUNTY CLERK IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.

A motion was made by Commissioner Smith seconded by Commissioner Shell to authorize payment to Waldrip Insurance Agency for $875.00 for Fidelity Bond Renewal for County Clerk in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

34889 AUTHORIZE PAYMENT TO STARS INFORMATION SOLUTIONS FOR $695.00 FOR ANNUAL SOFTWARE AND HARDWARE SUPPORT FEE SCANPRO3000 MICROFILM SCANNER FOR THE HAYS COUNTY CLERK'S OFFICE IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.

A motion was made by Commissioner Smith seconded by Commissioner Shell to authorize payment to Stars Information Solutions for $695.00 for annual software and hardware support fee scanpro3000 Microfilm scanner for the Hays County Clerk's office in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

34890 ACCEPT AND APPROVE THE 2019 RACIAL PROFILING REPORT FROM HAYS COUNTY CONSTABLE OFFICE, PRECINCT 1.

A motion was made by Commissioner Smith seconded by Commissioner Shell to accept and approve the 2019 Racial Profiling Report from Hays County Constable Office, Precinct 1. All present voted "Aye." MOTION PASSED.

34891 APPROVE THE SELECTION OF LAN, INC. TO PROVIDE PRELIMINARY SCHEMATIC DESIGN SERVICES FOR THREE (3) LOW WATER CROSSINGS IN PRECINCT 3; AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.

A motion was made by Commissioner Shell seconded by Commissioner Smith to approve the selection of LAN, Inc. to provide preliminary schematic design services for three (3) low water crossings in Precinct 3; and authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

34892 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND FREESE AND NICHOLS, INC. TO PROVIDE SCHEMATIC, ENVIRONMENTAL DOCUMENTATION AND PLANS, SPECIFICATIONS & ESTIMATES (PS&E) SERVICES FOR THE JACOBS WELL ROAD CORRIDOR STUDY PROJECT FROM FM 2325 TO RM 12 AS PART OF THE 2016 ROAD BOND PROGRAM.

A motion was made by Commissioner Shell seconded by Commissioner Jones to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Freese and Nichols, Inc. to provide schematic, environmental documentation and Plans, Specifications & Estimates (PS&E) services for the Jacobs Well Road Corridor Study Project from FM 2325 to RM 12 as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

34893 CALL FOR A PUBLIC HEARING ON MARCH 10, 2020 TO ESTABLISH A SPEED LIMIT OF 20 MPH IN SUNFIELD SUBD, PHASE 1, SECTIONS 1-2, AND A 35 MPH SPEED LIMIT ON SUNBRIGHT BLVD.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to call for a public hearing on March 10, 2020 to establish a speed limit of 20 MPH in Sunfield subd, Phase 1, Sections 1-2, and a 35 MPH speed limit on Sunbright Blvd. All present voted "Aye." MOTION PASSED.

34894 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT NO. 1 TO A CONTRACT BETWEEN HAYS COUNTY AND AMERICAN STRUCTUREPOINT, INC., EXECUTED ON OR ABOUT OCTOBER 11, 2017, FOR THE RM 3237 SAFETY IMPROVEMENTS PROJECT FROM RM 12 TO RM 150 AS PART OF THE 2016 ROAD BOND PROGRAM.

A motion was made by Commissioner Shell seconded by Commissioner Jones to authorize the County Judge to execute a Contract Amendment No. 1 to a Contract between Hays County and American Structurepoint, Inc., executed on or about October 11, 2017, for the RM 3237 Safety Improvements project from RM 12 to RM 150 as part of the 2016 Road Bond Program. All present voted "Aye." MOTION PASSED.

34895 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LOCKWOOD, ANDREWS & NEWMAN, INC. EXECUTED ON OR ABOUT OCTOBER 31, 2017 FOR RIGHT OF WAY SERVICE FOR DACY LANE, PHASE II FROM AMBERWOOD LOOP TO HILLSIDE TERRACE, ROAD WIDENING AND REALIGNMENT PROJECT.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute the Second Amendment to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews & Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project. All present voted "Aye." MOTION PASSED.

34896 AWARD RFQ 2020-Q02 LIME KILN ROAD CE&I PROFESSIONAL SERVICES TO BGE, INC. AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.

Rodrigo Amaya, Hays County resident, made a public comment against this item. He questioned General Counsel's ability to give good counsel on the purchase. **A motion was made by Commissioner Smith seconded by Commissioner Shell to award RFQ 2020-Q02 Lime Kiln Road CE&I Professional Services to BGE, Inc. and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.**

34897 GRANT A VARIANCE FROM CHAPTER 725.3.07 (B) OF THE HAYS COUNTY DEVELOPMENT REGULATIONS FOR THE AMENDED PLAT OF VALLEY VIEW WEST, LOTS 4-E AND 4-F.

Colby Machacek, Development Services, provided background for this agenda item. **A motion was made by Commissioner Smith seconded by Commissioner Shell to grant a variance from Chapter 725.3.07 (B) of the Hays County Development Regulations for the Amended Plat of Valley View West, Lots 4-E and 4-F. All present voted "Aye." MOTION PASSED.**

23 CONSIDER THE PROPOSED ASSESSMENTS TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE LA CIMA PUBLIC IMPROVEMENT DISTRICT PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.

Judge Becerra opened the Public Hearing at 9:40 a.m. Rodrigo Amaya spoke during the Public hearing, he objected to investment in project that won't benefit county residents. Judge Becerra closed the Public hearing at 9:41a.m. **No action was taken.**

34898 **ADOPT AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR LA CIMA PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.**

Julie Houston, Bond counsel, commented in an extended discussion about PIDs, MUDs and annexation of areas by City of San Marcos. **A motion was made by Commissioner Shell seconded by Commissioner Jones to adopt an Order of the Commissioners Court of Hays County, Texas Accepting and Approving a Service and Assessment Plan and Neighborhood Improvement Area #2 Assessment Roll for La Cima Public Improvement District; Making a Finding of Special Benefit to the Property in Neighborhood Improvement Area #2 of the District; Levying Special Assessments Against Property within the District and establishing a Lien on such Property; Providing for the Method of Assessment and the Payment of the Neighborhood Improvement Area #2 Assessments in Accordance with Chapter 372, Texas Local Government Code, as amended, Providing Penalties and Interest on Delinquent Assessments, Providing for Severability, and Providing an Effective Date. All present voted "Aye." MOTION PASSED.**

34899 **ADOPT A RESOLUTION OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS APPROVING AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE A LA CIMA PUBLIC IMPROVEMENT DISTRICT, NEIGHBORHOOD IMPROVEMENT AREA #2 LANDOWNER AGREEMENT BY AND BETWEEN HAYS COUNTY, TEXAS, AND LCSM PH.2, LLC.**

A motion was made by Commissioner Shell seconded by Commissioner Jones to adopt a Resolution of the Commissioners Court of Hays County, Texas approving and authorizing the County Judge to execute a La Cima Public Improvement District, Neighborhood Improvement Area #2 Landowner Agreement by and between Hays County, Texas, and LCSM Ph.2, LLC. All present voted "Aye." MOTION PASSED.

34900 **AWARD RFQ 2020-Q05 CONSERVATION SUBDIVISION RESEARCH AND DEVELOPMENT PROJECT TO GAP STRATEGIES - DANDY PLANNING, LLC, AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.**

A motion was made by Commissioner Shell seconded by Commissioner Jones to award RFQ 2020-Q05 Conservation Subdivision Research and Development Project to Gap Strategies - Dandy Planning, LLC, and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

34901 **AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MAINTENANCE CONTRACT BETWEEN HAYS COUNTY AND AMERICAN AEROBIC MANAGEMENT SYSTEMS (AAMS) IN THE AMOUNT OF $2,985 FOR THE ANNUAL MAINTENANCE AND INSPECTIONS OF ALL HAYS COUNTY SEPTIC SYSTEMS.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the County Judge to execute a Maintenance Contract between Hays County and American Aerobic Management Systems (AAMS) in the amount of $2,985 for the annual maintenance and inspections of all Hays County septic systems. All present voted "Aye." MOTION PASSED.

34902 **EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S SERVICE OFFICE AND SAMARITAN CENTER COUNSELING RELATED TO COUNSELING SERVICES TO INDIVIDUAL VETERANS AND/OR THEIR FAMILY MEMBERS AT NO COST TO THE COUNTY.**

Jude Prather described the counseling program and introduced Texas State University intern Cheryl Robinson. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to execute a Memorandum of Understanding between the Hays County Veteran's Service Office and Samaritan Center Counseling related to counseling services to individual veterans and/or their family members at no cost to the County. All present voted "Aye." MOTION PASSED.**

34903 **AWARD RFQ 2020-Q03 ON-CALL CE&I PROFESSIONAL SERVICES TO PLACE THE FOLLOWING FIRMS INTO A POOL FOR SERVICES ON AN AS-NEEDED BASIS: BGE, INC., PAPE-DAWSON CONSULTING ENGINEERS, AND HDR ENGINEERING, INC.**

Rodrigo Amaya, Hays County resident, made public comments against the item questioning terminology "as needed" and characterized it as part of a "reckless spending pattern." Dan Lyon, Hays County residents, observed that items that appear on the Commissioners Court agenda are a "foregone conclusion" that they will always be approved, so issues need to be dealt with beforehand. **A motion was made by Commissioner Smith seconded by Commissioner Jones to award RFQ 2020-Q03 On-Call CE&I Professional Services to place the following firms into a pool for services on an as-needed basis: BGE, Inc., Pape-Dawson Consulting Engineers, and HDR Engineering, Inc. All present voted "Aye." MOTION PASSED.**

34904 **AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT TO PROVIDE JOINT FUNDING FOR THE PROVISION OF YOUTH SERVICES, BETWEEN HAYS COUNTY, TEXAS STATE UNIVERSITY, SAN MARCOS CISD, AND THE CITY OF SAN MARCOS, RELATED TO THE JOINT FUNDING OF A YOUTH SERVICES DIRECTOR FOR THE EDUCATION OF LOCAL YOUTH.**

Dan Lyon, Hays County resident, made a public comment, objected to various expenditures. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Shell to authorize the County Judge to execute an Agreement to Provide Joint Funding for the Provision of Youth Services, between Hays County, Texas State University, San Marcos CISD, and the City of San Marcos, related to the joint funding of a youth services director for the education of local youth. All present voted "Aye." MOTION PASSED.**

34905 **APPOINT MEMBERS TO THE PARKS AND OPEN SPACE ADVISORY COMMISSION (POSAC).**

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to appoint members to the Parks and Open Space Advisory Commission (POSAC) Commissioner Ingalsbe named Blanca Loya and Coraline Gonzales. Commissioner Smith named Casey Mock and Scott Tomhay. Commissioner Jones named Jim Camp and Katherine Nichols. Commissioner Shell named Scott Way and Laura DuPont. Judge Becerra named Laurie Olson and Lisa Prewitt. All present voted "Aye." MOTION PASSED.

34906 **RENEGOTIATE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN HAYS COUNTY AND HAYS COUNTY LAW ENFORCEMENT ASSOCIATION, INCLUDING BUT NOT LIMITED TO SELECTION OF THE BARGAINING TEAM FOR HAYS COUNTY.**

Discussion about composition of County Collective Bargaining negotiations team. Mark Kennedy, General Counsel, Jordan Powell, General Counsel, Commissioner Ingalsbe, and Commissioner Shell were nominated to the bargaining team. **A motion was made by Commissioner Jones seconded by Commissioner Shell to renegotiate the Collective Bargaining Agreement between Hays County and Hays County Law Enforcement Association, including but not limited to selection of the bargaining team for Hays County. Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, and Commissioner Smith voted "Aye." Judge Becerra voted "No." MOTION PASSED.**

33 **UTILIZE COUNTY FUNDS AND/OR COUNTY GRANT CONTRIBUTIONS FOR MATERIALS OR ITEMS WITH A SEAL OR LOGO OTHER THAN THE OFFICIAL HAYS COUNTY SEAL; AND TO AUTHORIZE PAYMENT TO CARD SERVICE CENTER FOR $278 FOR FEDEX OFFICE PRINTED MATERIALS RELATED TO THE 2020 CENSUS OUTREACH PROGRAM.**

The Court had extended discussion about the use of individual office seals versus the use of County seals. This item will be brought back to Court once the wording is worked out for a motion. **No action was taken.**

34907 **MODIFY THE INVOICE APPROVAL PROCESS FOR CERTAIN EXPENDITURES WITHIN THE COUNTY WIDE DEPARTMENT AND AMEND THE BUDGET ACCORDINGLY.**

Marisol Villarreal-Alonzo, Auditor, explained the reorganization of accounts to come into compliance with GAAP, since some miscellaneous expenditures have become material as the County has grown. **A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to modify the invoice approval process for certain expenditures within the County Wide Department and amend the budget accordingly. All present voted "Aye." MOTION PASSED.**

34908 **EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY SHERIFF'S OFFICE. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Jones seconded by Commissioner Smith to move to create new positions and modify hire dates within the Sheriff's Office as presented: Four (4) New Corrections Officers effective hire date 5/1/2020, Four (4) New Corrections Officers effective hire date 6/1/2020, Two (2) New Corrections Specialist effective hire date 5/1/2020, Two (2) New Corrections Specialist effective hire date 7/1/2020, Move (2) Records Manager Officer positions hire date from 6/1/2020 to 3/1/2020. The FY20 financial impact ($276,507) for proposed changes are funded through salary savings within the Sheriff's Office Operating budget due to attrition. All present voted "Aye." MOTION PASSED.

36 **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 EACH INDIVIDUAL POSITION WITHIN THE OFFICE OF GENERAL COUNSEL. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.

37 **EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ALL INDIVIDUAL POSITIONS IN THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.

34909 **EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, LEASE, EXCHANGE, OR VALUE OF REAL PROPERTY LOCATED ON OR NEAR THE SAN MARCOS RIVER IN PRECINCT 1. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize counsel to retain surveying services related to the properties currently optioned by Hays County on River Road and Capes Road respectively in Precinct 1. All present voted "Aye." MOTION PASSED.

39 **EXECUTIVE SESSION PURSUANT TO 551.071 AND 551.072 OR THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE AND/OR VALUE OF REAL PROPERTY QUALIFIABLE UNDER THE HAYS COUNTY REGIONAL HABITAT CONSERVATION PLAN. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

No action was taken.

40 **DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.**

Burn ban is off. **No action was taken.**

41 **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. The average number of inmates was 545, with a high of 556 during the week of February 16 through February 22. Housed were 202 men and 11 females. The estimated cost of outsourcing is $83,375. Inmates were housed in 7 other counties. **No action taken.**

Clerk's Note Agenda Item #42 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.**

Clerk's Note Agenda Item #43 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED.**

Clerk's Note Agenda Item #44 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED.**

ADJOURNMENT

A motion was made by Judge Becerra, seconded by Commissioner Jones to adjourn court at 2:49 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 February 25, 2020.

COMMISSIONER'S COURT HAYS COUNTY, TEXAS

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for a duplex located at 207 Oakwood Loop, San Marcos, Texas 78666.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Virgilio Altamirano is proposing an OSSF to serve an existing duplex. This 6.38-acre tract of land will be served by a private well.
The system designer, Stephen Jetton, R.S., has designed a proprietary treatment system with flow equalization. After treatment, the effluent will be dispersed via surface application for a maximum daily rate of 480 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a $3,496 Renewal Service Agreement with Johnson Controls related to HVAC Inspections at the Government Center.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	$3,496

LINE ITEM NUMBER

001-695-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This is the third year in a three-year contract with Johnson Controls. The cost for this third year will be $3,496 and funding for this was budgeted in the Building Maintenance FY20 Operation budget.

Attachments:
Johnson Controls Renewal Agreement

PLANNED SERVICE CONTINUATION

1/26/2020

Hays County Government Center
712 S Stagecoach Trl
San Marcos TX 78666-5999

Hays County Controls PSA Yr 3 Of 3 2020

Dear Customer:

Thank you for using Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Per the terms of your Planned Service Agreement, we are entering year 3 of 3 Years. The total price for 3/1/2020 to 2/28/2021 is $3,496.00, to be paid annually. Invoices will be sent to:

County Of Hays
712 S Stagecoach Trail Ste 1071
San Marcos TX 78666

If you require a different requisition or purchase order number on our invoices than we used last year, please provide a copy of that document to us by 1/30/2020.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
Johnson Controls

Stan Jackson
JOHNSON CONTROLS AUSTIN WACO TX CB - 0N88
401 Center Ridge Dr Ste 400
Austin TX 78753-1350
Stanley.jackson@jci.com
Phone: (866)928-8120

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Planned Service Proposal

CUSTOMER HAYS COUNTY GOVERNMENT CENTER	
LOCAL JOHNSON CONTROLS OFFICE 401 Center Ridge Suite 400 Austin, Tx 78753	
AGREEMENT START DATE: 03/01/2020	
PROPOSAL DATE: 01/26/2020	
ESTIMATE NO: 1-14VY8VCD	

Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

YORK BY JOHNSON CONTROLS METASYS BY JOHNSON CONTROLS Johnson Controls

Executive Summary

PLANNED SERVICE PROPOSAL FOR HAYS COUNTY GOVERNMENT CENTER

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 03/01/2020 and ending 02/28/2021.
- The agreement price for first year is $3,496.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Stan Jackson
Service Manager
(866) 928-8120

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Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
2. **Reduce Future Repair Costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
3. **Extend Asset Life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
4. **Ensure Productive Environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
5. **Promote Environmental Health and Safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

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Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

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Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

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Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

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Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

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Planned Service Agreement

Customer Name :	HAYS COUNTY GOVERNMENT CENTER
Address:	712 S STAGECOACH TRL SAN MARCOS,TX 78666-5999
Proposal Date:	01/26/2020
Estimate #:	1-14VY8VCD

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 03/01/2020 and will continue until 02/28/2021 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

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Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is $3496.00. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

COUNTY OF HAYS
712 S STAGECOACH TRAIL STE 1071
SAN MARCOS,TX 78666

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.	
By:Stan Jackson	**By:**
Signature:	**Signature:**
Title:Service Manager **Date:**	**Title:** **Date:**
Signature:	**Customer PO#:**
Title: **Date:**	

JCI Branch: JOHNSON CONTROLS AUSTIN WACO TX CB - 0N88
Address: 401 Center Ridge Suite 400
Austin, Texas 78753
Branch Phone: (866) 928-8120
Branch Email:

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Schedule A - Equipment List

HAYS COUNTY GOVERNMENT CENTER	712 S STAGECOACH TRL SAN MARCOS, TX 78666-5999

Block Hours - Controls

Quantity: 1
Coverage Level: Basic
Year to Be Activated: Year 1

Services Provided
1 Preventive Maintenance

Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK		1-TZ57456

Block Hours - Chiller Heavy

Quantity: 1
Coverage Level: Basic
Year to Be Activated: Year 1

Services Provided
1 Preventive Maintenance

Customer Tag	Manufacturer	Model #	Serial #
	JCI_YORK		1-TZ574PU

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Equipment Tasking

Block Hours - Chiller Heavy

Preventive Maintenance	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative

Block Hours - Controls

Preventive Maintenance	Use appropriate eye protection in work environment Use appropriate Head protection on worksite Use appropriate hand gloves on worksite Use and follow the JCI safety policy for Fall Protection while performing work Use and follow the JCI Ladder Safety processes while performing work Use and follow the JCI Lock-out Tag-out on all electrical machinery Check with appropriate customer representative for operational deficiencies Perform scheduled block hour tasks Complete any required maintenance checklists, report observations to appropriate customer representative

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Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1	$3496.00	Annually
Year2	$3496.00	Annually
Year3	$3496.00	Annually

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Special Additions and Exceptions

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Terms and Conditions
Definitions

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. CONNECTED SERVICES. If Customer has purchased Connected Chiller Services on any Covered Equipment as more fully described in Schedule A, JCI will provide a cellular modem ("Gateway Device" owned by JCI) or Customer will supply a network connection suitable to establish a remote connection with Customer's Equipment to permit JCI to perform troubleshooting, quarterly health reports, and meet service levels, including remote diagnostic, monitoring and repair services. Customer will benefit from being able to access chiller information from JCI Connected Chillers from a mobile smart device. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services. For Equipment not covered by a current Service Agreement, JCI disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Equipment error or malfunction.

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5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within

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30 days.

Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than $25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. .

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

(1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

(2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;

(3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;

(4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

(5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;

(6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;

(7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;

(8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;

(9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;

(10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;

(11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access.

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(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT**. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO $250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS

J. FORCE MAJEURE

JCI shall not be responsible for delays, interruptions or failure to perform due to causes beyond its reasonable control, including but not limited to: material shortages, acts of god, acts of government agencies; strikes, labor disputes, work stoppages; fires, explosions or casualties, thefts, vandalism, riots, war or civil disobedience/unrest, terrorism, cyber-attacks, viruses, ransomware, failures or interruptions of network systems, data breaches, severe weather and unavailability of parts, materials, or supplies.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

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1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

5. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").
Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at http://www.johnsoncontrols.com/buildings/legal/digital. Such applicable software product and digital services terms are incorporated by reference herein.

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Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

8. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

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ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "**Video System Images**") of the Premises to the ROC (the "**Video System**"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or

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capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF

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THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the Flood Warning System Expansion Project as budgeted, additional Site Repairs for Old Bastrop Highway and Lime Kiln Road and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 3, 2020	$583,382

LINE ITEM NUMBER

001-656-00.5719_700

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Scott Raven	INGALSBE	N/A

SUMMARY

The OES Group would like to begin the Flood Warning System Expansion Project that was budgeted during the FY20 budget process. This expansion project will enhance equipment at current low water crossing sites as well as add additional stations.

Additionally, the master pole at Old Bastrop Highway was completely damaged by an uninsured motorist. The master pole, flasher, and stream sensor will need to be replaced. The Lime Kiln Station will be temporarily moved while the new bridge is being built as part of the 2016 Road bond project. WET will re-install master pole and the stations.

A discretionary exemption per Texas Local Government Code, Ch. 262.024(a)(7)(D) is requested due to sole source services that can only be provided by the vendor. A statement from the Interim Emergency Services Director will be submitted to the County Clerk to enter into the record of minutes to this effect.

Attachment: WET Quote #XPHC016-2

QUOTE #:	XPHC016-2
DATE:	1/31/2020
VALID THRU:	3/31/2020
QUOTED BY:	Rob Niedenzu
EMAIL:	Rniedenzu@wetec.us

1225 Red Cedar Cir, Unit A
Fort Collins, CO 80524
Phone: (970) 225-6080
Fax: (970) 225-6990
FED. ID. # 84-1440328

	Kelsey Schilley
AGENCY:	Hays County Emergency Management
PHONE:	512-393-7396
EMAIL:	kellsey.schilly@co.hays.tx.us
ADDRESS:	2171 Yarrington Road San Marcos, TX 78666

QUOTE TITLE:	**Installation of Flood Warning Stations for Budget Year of 2020**

QUOTE INFORMATION:

This quote is for the installation of new flood warning stations during the Hays County 2020 budget year. All stations will transmit on the ALERT2 communication protocol and will be easily integrated into the existing flood warning system. Water & Earth Technologies, Inc. (WET) will supply all the necessary equipment for the monitoring stations. WET will cover all the necessary tasks for the installation of all stations. These tasks include, but are not limited to utility locating, FCC radio licensing, construction drawings, database management, fabrication, programming, installation labor, testing, and project management. This will be a turn key system that will be fully operational after the installation and testing of the stations. This quote includes 5x road closed flasher poles that will alert motorists much earlier that the road is closed ahead, and give motorists ample warning to find alternate routes. Also included are two water level stations on Onion Creek that will monitor the water level using a pressure transducer water level sensor. There are also 3x full flasher stations at three low water crossings within the county. 5 rain gages will be added to existing or new stations. A soil moisture sensor will be added to the Blue Hole rain gage. This includes moving of the Lime Kiln station to allow for new bridge construction and the repair of the Station at Old

LOCATION	STATION TYPE	ELECTRONICS & HARDWARE	LABOR	TOTAL
50021 Uhland Road	Advance Notice Flasher	$ 24,269.28	$ 8,710.00	$ 32,979.28
50025 Wayside Drive	Advance Notice Flasher	$ 24,269.28	$ 8,710.00	$ 32,979.28
50034 Trautwein Rd	Advance Notice Flasher	$ 24,269.28	$ 8,710.00	$ 32,979.28
50035 Bell Springs Rd	Advance Notice Flasher	$ 24,269.28	$ 8,710.00	$ 32,979.28
50036 Old Bastrop Hwy	Advance Notice Flasher	$ 24,269.28	$ 8,710.00	$ 32,979.28
Onion Creek at Hwy 150	Water Level	$ 8,108.68	$ 11,290.00	$ 19,398.68
Onion Creek at Ruby Ranch	Water Level	$ 9,767.57	$ 9,410.00	$ 19,177.57
Valley View Road at Blanco River	Master Pole	$ 27,392.53	$ 13,620.00	$ 41,012.53
	West Crossing Flasher	$ 11,649.39	$ 7,010.00	$ 18,659.39
	East Crossing Flasher	$ 11,649.39	$ 7,010.00	$ 18,659.39
	Advance Notice Flasher	$ 24,269.28	$ 8,710.00	$ 32,979.28
Hidden Valley at Blanco River	Master Pole	$ 26,404.68	$ 13,210.00	$ 39,614.68
	North Crossing Flasher	$ 11,649.39	$ 7,010.00	$ 18,659.39
	South Crossing Flasher	$ 11,649.39	$ 7,010.00	$ 18,659.39
Bear Creek Pass at Bear Creek	Master Pole	$ 25,400.73	$ 12,800.00	$ 38,200.73
	North Crossing Flasher	$ 11,649.39	$ 7,010.00	$ 18,659.39
	South Crossing Flasher	$ 11,649.39	$ 7,010.00	$ 18,659.39
Rain Gage Addition at Mt Gainor Flasher	Rain Gage	$ 2,939.40	$ 950.00	$ 3,889.40
Rain Gage Addition at Elder Hill Flasher	Rain Gage	$ 2,939.40	$ 950.00	$ 3,889.40
Rain Gage Addition at Rolling Oaks Flasher	Rain Gage	$ 2,939.40	$ 950.00	$ 3,889.40
Rain Gage Addition at Windy Hill Flasher	Rain Gage	$ 2,939.40	$ 950.00	$ 3,889.40
Rain Gage Addition at Ruby Ranch Stage	Rain Gage	$ 2,939.40	$ 950.00	$ 3,889.40
Soil Moisture Sensor at Blue Hole	Soil Moisture	$ 3,008.40	$ 760.00	$ 3,768.40
Live Feed IP Camera Station at FM150	Camera	$ 8,371.50	$ 13,150.00	$ 21,521.50
Live Feed IP Camera Station at Little Arkansas	Camera	$ 8,371.50	$ 13,150.00	$ 21,521.50
Repair of the Master Pole at Old Bastrop	Station Repair	$ 21,873.00	$ 3,410.00	$ 26,329.00
Temporary move of the Lime Kiln Station	Station Move	$ 1,588.00	$ 4,570.00	$ 6,158.00
Novastar/WETMap Google Cloud Backup	Virtual Server	$ 2,400.00	$ 15,000.00	$ 17,400.00
	COMPONENT SUBTOTAL:	**$ 347,034.57**	**$ 186,460.00**	**$ 583,381.57**

TOTAL PROJECT COST:	**$ 583,381.57**

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of the 5th Amendment to the existing lease between Hays County and the City of San Marcos for the Women, Infants and Children ("WIC") Program office located at 150 Lockhart Street in Kyle.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

The proposed amendment just extends the lease term by five years.

FIFTH AMENDMENT TO
INTERLOCAL AGREEMENT FOR COMMERCIAL OFFICE LEASE

This 5TH Amendment to Interlocal Agreement for the Commercial Office Lease at 150 Lockhart Street, Kyle, Texas ("Amendment") is made this 3rd day of March 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the City of San Marcos, Texas, administering the *Woman, Infants, and children ("WIC") Program of San Marcos* (hereinafter referred to as "City"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 4.1 Term, Possession, and Anniversary of the Interlocal Agreement for the Commercial Office Lease ("Agreement") is hereby amended to reflect that the last day of the lease term will be August 31, 2025 or at the end of the month following delivery of 30 days' written notice of termination by Lessee.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 5TH Amendment to Interlocal Agreement for the Commercial Office Lease is hereby executed this the 3rd day of March, 2020, as is evidenced by the authorized signatures of the Parties, below.

LESSOR	**LESSEE**
CITY OF SAN MARCOS	*HAYS COUNTY*
A MUNICIPAL CORPORATION	*A POLITICAL SUBDIVISION OF THE STATE OF TEXAS*
Printed name of company or firm (if applicable)	Printed name of company or firm (if applicable)
	RUBEN BECERRA
Printed name of person signing	Printed name of person signing
Signature	Signature
City Manager	Hays County Judge
Title of person signing (if applicable)	Title of person signing (if applicable)
630 East Hopkins, San Marcos, Texas 78666	111 E. San Antonio, San Marcos, Texas 78666
Lessor Address	Lessee Address
Date signed	Date signed

Attest: _____
County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of the First Amendment to a Chapter 381 Economic Development Incentive Agreement between Hays County and Katerra Construction LLC executed on or about October 24, 2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

This letter amendment changes some dates and numbers of the original contract.

Attached: First Letter Amendment

FIRST AMENDMENT TO
CHAPTER 381 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This 1st Amendment to Chapter 381 Economic Development Incentive Agreement first executed on or about the 24th day of October, 2019 ("Amendment") is made this ___ day of _____, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Katerra Construction LLC. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

MODIFICATIONS

Section 3.01. Addition of Improvements and Personal Property. Company shall cause construction of the Real Property Improvements to be commenced on or before ~~January~~ June 1, 2020 and to be completed on or before ~~April~~ May 30, 2021. Completion of the Real Property Improvements shall be evidenced by a certificate of occupancy issued by the City of San Marcos or the County in accordance with applicable ordinances. As of ~~April~~ May 30, 2021, Company shall have made a minimum cumulative capital investment in Real Property Improvements and Personal Property of at least $100,000,000.00.

Section 3.02. Operation of Business. Company shall begin operation of the Business on the Project Site on or before ~~April~~ May 30, 2021, and shall continuously operate, maintain and manage the Business for the duration of the Term.

Section 3.03. Job Creation. On or before ~~April 30~~May 31, 2022, Company shall employ at least ~~530~~ 540 persons in Jobs (the "Minimum Jobs Requirement") and keep such Jobs filled during the Term. While the titles, personnel, or the classification of such Jobs may change, the Minimum Jobs Requirement shall be continuously maintained through the end of the Term.

Section 4.02. Seven-Year Payment Period. The County shall make up to seven (7) annual Compliance Payments to Company, as outlined in Exhibit "C." The year 2022 will be the first year in which the full value of all completed Real Property improvements will be reflected on the tax rolls (as of January 1) and the requisite ~~530~~ 540 Jobs must be created and maintained (as of December 31). Accordingly, the first year in which an application for a Compliance Payment may be submitted to and paid by the City is 2023.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to Chapter 381 Economic Development Incentive Agreement is hereby executed this the ___ day of _____, 2020, as is evidenced by the authorized signatures of the Parties, below.

KATERRA

_____

BY: MATTHEW MARSH
CHIEF FINANCIAL OFFICER
NORTH AMERICA DIVISION
KATERRA CONSTRUCTION LLC

COUNTY

_____

JUDGE RUBEN BECERRA
HAYS COUNTY JUDGE
HAYS COUNTY, TEXAS

ATTEST: _____

ELAINE H. CARDENAS, MBA, PhD
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for a self-storage facility and apartment located at 9900 Darden Hill Road, Austin, Texas 78737.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Ricky Jenkins of Darden Hill Storage is proposing an OSSF to serve a self-storage facility and an apartment. This 15.827-acre tract of land is Lot 9A in the Oakridge Park subdivision, Section 5 at Kinnicinik and will be served by a public water supply.
The system designer, James Bettridge, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 300 gallons.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of Change Order No. 2 with Montoya Anderson Construction, Inc. (MAC) for $58,623.88 related to a waterline extension funded by the Hays CISD on the Old San Antonio Road improvements for project closeout.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	$58,624

LINE ITEM NUMBER

020-710-00.5448_010

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcherding, P.E.	JONES	

SUMMARY

The Old San Antonio Road Improvements was formerly procured in February 2019, IFB 2019-B01. Additional costs associated with this change order relate to an additional boring operation needed for connection of a waterline. The original bore effort was abandoned due to interference of unknown and unrecorded utilities.

Attachment: MAC CO No. 2

MAC, INC

Montoya Anderson Construction, Inc.

Roxie McInnis – Purchasing Manager
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666

RE: Old San Antonio Road Improvements – IFB 2019-B01
Change Order Boring at Main Street & Additional Water Line Conflicts

Roxie,

MAC, Inc. was asked to price the following items for the above referenced project:

1. Changes to water line bore at Main St. due to unknown obstructions

2. Additional fittings and water lines to avoid reclaimed line at STA 12+35 and 18+00

Please see the cost breakdown for these items on the following page.

Feel free to contact me with any questions.

Sincerely,

Brad Bechtol
MAC, Inc.

P.O.BOX 152710 AUSTIN, TEXAS 78715-2710 512-326-3920 512-326-3120 FAX

CHANGE ORDER NO. 2

Hays County Old San Antonio Road Improvements Cost adjustments due to obstructions installing water line at Main St., STA 12+35 and STA18+30					3-Jun-19
Item	Description	Quantity	Unit	Unit Price	Price
1	SEE SUBCONTRACONTRATOR PROPOSAL ATTACHED	1	LS	$ 53,294.44	$ 53,294.44
2	GENERAL CONTRACTOR OVERHEAD	1.00	LS	$ 5,329.44	$ 5,329.44
					$ -
3	Total				$ 58,623.88

Accepted:

_____

MAC, Inc.

_____

Hays County Engineer

_____

Hays County Commissioner

JBS Underground LLC
14202 Fort Smith Trail; Austin, TX 78734
http://jbsundergroundllc.com
jbsunderground@gmail.com
City of Austin Right of Way Contractor License 2018-063093 LC
Underground Fire Line Installers License: SCR-U-2203019, Byron Dupre RME-U-2203013
Texas Commission on Environmental Quality – OSSF I (Septic) Installer License: Byron Dupre OS0033375

Bid Proposal Date: 08/14/2019
Project Name: Old San Antonio Road Improvements
Project Address: Buda, TX

Owners Information	*General Contractor*	*Engineer Information*
Company Name: Hays County	Firm Name: MAC, INC	Firm Name: Doucet & Associates
Contact Name:	Contact Name: Brad Bechtol	Contact Name:
Address: 712 S. Stagecoach Trail, Suite 1071 San Marcos, TX 78666	Address: P.O. Box 152710; Austin, TX 78715-2710	Address: 7401 S. Highway 71 Suite 160 Austin TX 78735
Phone:	Phone: 512-326-3920	Phone: 512-583-2400
Email:	Email: brad@macinctexas.com	Email:

ITEM	Scope of Work	QTY	UNITS	U/P	COST
1	Delays with Bore (Includes Bore of 25', hit obstruction, rig down and awaiting instruction.)	1	LS	$12,402.72	$12,402.72
2	Additional rental for shoring boxes and excavator for Bore	1	LS	$22,329.72	$22,329.72
3	Additional Fittings ((4) 45* Bends, (3) Bell Restraints)	1	LS	$5,091.80	$5,091.80
4	Install Additional DI Fitting 11-1/4 Bend Restraints @Sta 12+35 and Sta 1830	2	EA	$973.00	$1,946.00
5	Install Additional 12" C-900 Pipe	25	LF	$70.64	$1,766.00
6	Abandon 25' of Bore (Remove Casing and Grout Hole)	25	LF	$5,345.20	$5,345.20
7	Dig Bore Pit Deeper and reset Shoring Boxes	1	LS	$4,413.00	$4,413.00
	TOTAL:				$53,294.44

Proposal EXCLUDES unless noted: Haul-Off of excess spoils, Rock Excavation, Asphalt Cut, Asphalt Repair, Concrete Cut, Concrete Repair, Road Base, Flowable Fill, Initial Survey Control Points, Structural Excavation, Vapor Barriers, Gravel Drainage Layers, Top Soil, Fine Grading Landscaping, Grassing, Re-Seeding, Hazardous Material Handling, Move or Remove Existing utilities, Barricades, Traffic Control, Car Stops, Signage, Striping, Other Contractor Disposal, Demolition of Structures, Lime Stabilization, Water to Restore Vegetation.

Proposal Terms & Conditions:

Prices based on one mobilization If additional mobilization is required, a charge of $500.00 will be applied per each mobilization. If Rock is encountered during excavation, a charge of $100.00 per linear foot while excavating rock will be applied to cover extra equipment and labor cost. If Rock is encountered during boring operations and add charge of $50.00 per linear foot will be applied.

Customer/Owner is responsible for protecting the work from tenants, customers and other work site activities. Any changes in the work not listed in the above proposal will be issued a change order prior to commencing with the additional work. Customer/Owner is responsible for clearing the work area of cars, trash, and other items inside the work zone prior to work commencing. This proposal is void if not signed and returned 30 days from proposal date.

Terms & Conditions:

All agreements must be made in writing. All permits and fees are excluded unless otherwise noted. JBS Underground LLC will carry General Liability and Auto Insurance for labor provided in the performance of this contract. The amounts included in this estimate are based on information provided and are subject to change if new information is provided or differing site conditions are encountered. From time to time, the work performed in this quote requires different quantiles or make and model of materials, the fees for these additional amounts of materials will be discussed and agreed to prior to commencement of work. All changes in the scope of the work must be agreed prior to the commencement of work. Fees for our services are due 30 days from the date of invoice. Payments should be remitted to JBS Underground. Interest shall accrue for all amounts past due at the rate of eighteen percent (18%) compound interest per annum or highest legal limit. The Contractor agrees to pay reasonable attorney fees, expert fees, all costs of court, and any other expenses incurred by JBS Underground in the collection of any sums due under the performance of this contract. The venue for any legal action under this contract shall be Travis County, Texas. The parties expressly agree to waive the right to a jury trial.

Payment Terms: Payment is due no later than 30 calendar days from invoice date.

By signing below, you have stated that the price and terms have been accepted and the work is authorized to begin

Customer Signature: _____ Title: _____

Company Name: _____ Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2020-B05 US 290 @ Trautwein Road - Temporary Signal and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This bid is for an annual contract for concrete which will be used primarily by the Transportation Department.

Attached: IFB 2020-B05 US 290 @ Trautwein Road - Temporary Signal and Construction Plans

HAYS COUNTY

PROJECT CONSTRUCTION MANUAL

FOR

US 290 AT TRAUTWEIN ROAD TRAFFIC SIGNAL

TxDOT CSJ: 0113-07-076

Bid No. IFB 2020-B05

Bid Date: March 26, 2020

Bid Time: 1:30 PM CST

Hays County, Texas
Purchasing Department

712 South Stagecoach Trail, Suite 1071
San Marcos, TX 78667

March 4, 2020

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Appendices

Appendix A – Quality Assurance Program for Construction Projects

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SECTION 1
ADDENDA

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Vickie G. Dorsett
Assistant County Auditor
vickie.dorsett@co.hays.tx.us

October 18, 2019

ADDENDUM #1
IFB 2020-B05 US 290 at Trautwein Road Traffic Signal

Please find attached Addendum #1 to IFB 2020-B05 – US 290 at Trautwein Road Traffic Signal

Attachments to this addendum:

- Questions & Answers

Acknowledge receipt of this addendum by signing and returning this page with your bid.

Signature

Company Name

Date

Example

SECTION 2
INVITATION FOR BIDS

PUBLIC NOTICE
HAYS COUNTY
INVITATION FOR BIDS

Hays County will be accepting sealed Bids for:

US 290 At Trautwein Road Traffic Signal, Bid No. IFB 2020-B05

Sealed Bids will be received by Hays County, Purchasing Office, Hays County Government Center, 712 South Stagecoach Trail, Suite 1071, San Marcos, TX 78666 until 1:30 PM local time on THURSDAY, March 26, 2020 at which time and place the bids will be publicly opened and read.

To submit Proposals for this Contract, prospective bidder shall, on THURSDAY, March 26, 2020, meet the following requirements: (1) be registered with the State of Texas; and provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts.

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the website (https://sanmarcostx.gov/bids.aspx) and the Electronic State business Daily (ESBD) beginning WEDNESDAY, March 4, 2020. Questions will be accepted in writing to purchasing@co.hays.tx.us until WEDNESDAY, March 18, 2020 at 5:00 PM.

Bid security in the amount not less than five percent (5%) of the total amount of the bid, issued by an acceptable surety company or in the form of a certified or cashier's check, must accompany each bid as a guarantee that the successful bidder will enter into a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor. Performance and Payment Bonds will be required as stated in the bidding documents.

Hays County is an Affirmative Action/Equal Opportunity Employer.

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.

Issued by order of the Hays County Commissioners Court on Tuesday, March 3, 2020 by Ruben Becerra, County Judge.

SECTION 3
BID INSTRUCTIONS / REQUIREMENTS

BID INSTRUCTIONS/REQUIREMENTS

THE CONTRACT BID INSTRUCTION SHALL BE AS SET FORTH IN SPECIAL PROVISION 002-HC01 (See Section 15 “Technical Specifications”).

SECTION 4
BID FORM / VENDOR/BIDDER'S AFFIRMATION / SCHEDULE OF RATES AND PRICES / CONFLICT OF INTEREST QUESTIONNAIRE / CERTIFICATE OF INTERESTED PARTIES / RELATED PARTY DISCLOSURE/CODE OF ETHICS FOR HAYS COUNTY / HAYS COUNTY PRACTICES RELATED TO HISTORICALLY UNDERUTILIZED BUSINESSES / HOUSE BILL 89 VERIFICATION / SENATE BILL 252 CERTIFICATION / VENDOR REFERENCES

BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2020-B05 US 290 At Trautwein Road Traffic Signal

THIS BID IS SUBMITTED TO:

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.

NO LATE BIDS WILL BE ACCEPTED

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 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 **20 standard workweeks** 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.)

BID ITEM	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	500 6001	MOBILIZATION at Dollars and Cents per	1	LS		$ -
2	502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING at Dollars and Cents per	1	MO		$ -
3	618 6046	CONDT (PVC) (SCH 80) (2") at Dollars and Cents per	200	LF		$ -
4	618 6053	CONDT (PVC) (SCH 80) (3") at Dollars and Cents per	35	LF		$ -
5	618 6070	CONDT (RM) (2") at Dollars and Cents per	70	LF		$ -
6	618 6074	CONDT (RM) (3") at Dollars and Cents per	20	LF		$ -
7	620 6007	ELEC CONDR (NO.8) BARE at Dollars and Cents per	135	LF		$ -
8	620 6008	ELEC CONDR (NO.8) INSULATED at Dollars and Cents per	900	LF		$ -
9	620 6009	ELEC CONDR (NO.6) BARE at Dollars and Cents per	180	LF		$ -
10	620 6010	ELEC CONDR (NO.6) INSULATED at Dollars and Cents per	160	LF		$ -

BID ITEM	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
11	624 6010	GROUND BOX TY D (162922)W/APRON at Dollars and Cents per	1	EA		$ -
12	628 6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O) at Dollars and Cents per	1	EA		$ -
13	644 6076	REMOVE SM RD SN SUP&AM at Dollars and Cents per	2	EA		$ -
14	644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P) at Dollars and Cents per	1	EA		$ -
15	644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T) at Dollars and Cents per	2	EA		$ -
16	666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL) at Dollars and Cents per	90	LF		$ -
17	666 6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL) at Dollars and Cents per	291	LF		$ -
18	672 6009	REFL PAV MRKR TY II-A-A at Dollars and Cents per	26	EA		$ -
19	677 6001	ELIM EXT PAV MRK & MRKS (4") at Dollars and Cents per	210	LF		$ -
20	677 6003	ELIM EXT PAV MRK & MRKS (8") at Dollars and Cents per	25	LF		$ -

BID ITEM	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
21	678 6001	PAV SURF PREP FOR MRK (4") at Dollars and Cents per	291	LF		$ -
22	678 6008	PAV SURF PREP FOR MRK (24") at Dollars and Cents per	90	LF		$ -
23	678 6033	PAV SURF PREP FOR MRK (RPM) at Dollars and Cents per	26	EA		$ -
24	680 6002	INSTALL HWY TRF SIG (ISOLATED) at Dollars and Cents per	1	EA		$ -
25	682 6001	VEH SIG SEC (12") LED (GRN) at Dollars and Cents per	9	EA		$ -
26	682 6002	VEH SIG SEC (12") LED (GRN ARW) at Dollars and Cents per	1	EA		$ -
27	682 6003	VEH SIG SEC (12") LED (YEL) at Dollars and Cents per	9	EA		$ -
28	682 6004	VEH SIG SEC (12") LED (YEL ARW) at Dollars and Cents per	2	EA		$ -
29	682 6005	VEH SIG SEC (12") LED (RED) at Dollars and Cents per	9	EA		$ -
30	682 6006	VEH SIG SEC (12") LED (RED ARW) at Dollars and Cents per	1	EA		$ -

BID ITEM	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
31	682 6023	BACK PLATE (12") (3 SEC) at _____ Dollars and _____ Cents per	9	EA		$ -
32	682 6024	BACK PLATE (12") (4 SEC) at _____ Dollars and _____ Cents per	1	EA		$ -
33	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR) at _____ Dollars and _____ Cents per	1400	LF		$ -
34	684 6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR) at _____ Dollars and _____ Cents per	110	LF		$ -
35	6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN at _____ Dollars and _____ Cents per	3	EA		$ -
36	6056 6001	PREFORMED IN-LANE(TRANS) RUMBLE STRIP at _____ Dollars and _____ Cents per	40	LF		$ -
37	6292 6001	RVDS(PRESENCE DETECTION ONLY) at _____ Dollars and _____ Cents per	3	EA		$ -
38	6292 6002	RVDS(ADVANCE DETECTION ONLY) at _____ Dollars and _____ Cents per	2	EA		$ -

TOTAL AMOUNT OF BID

_____ **Dollars and** _____ **Cents** $ -

NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND/OR BEST BID.

Acknowledgment of Addenda

Addendum No. 1:	
Addendum No. 2:	
Addendum No. 3:	
Addendum No. 4:	

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.

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

Certificate of Interested Parties

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is_____, and my date of birth is_____.

My address is_____,_____,_____,_____,_____.
(street) (city) (state) (zip code) (country)

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

Executed in_____County, State of_____, on the_____day of_____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

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 share hold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays

County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

On this_____day of_____20____, personally appeared_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Signature

_____

Date

Hays County Purchasing Department Senate Bill 252 Certification

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

_____

Company Name

_____

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

Vendor References

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

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 2020-B05 - US 290 At Trautwein Road Traffic Signal
(Project Name)

Article 2. Engineer of Record

The Project has been designed by WSB & Associates, 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 20 **standard workweeks** (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 Certificate of Insurance

6.5 Wage Rates

6.6 Standard Specifications

6.7 Special Provisions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers _____ to _____, inclusive

6.12 Contractor's Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 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:_____ By: _____

Ruben Becerra,

Hays County Judge Title: _____

[CORPORATE SEAL]

Attest_____ Attest_____

SECTION 6
WAGE RATES

"General Decision Number: TX20190254 12/20/2019

Superseded General Decision Number: TX20180304

State: Texas

Construction Type: Building

County: Hays County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	02/08/2019
3	07/19/2019
4	10/04/2019
5	12/20/2019

ASBE0087-014 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	$ 22.72	10.02

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ELEC0520-004 05/27/2019

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only)	$ 28.03	11%+5.73

ELEV0133-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	$ 40.96	33.705

Footnote:
A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes	$ 34.85	9.85

IRON0084-011 06/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 24.42	7.12

IRON0482-012 06/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 22.15	6.68

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* PLUM0286-009 06/03/2019

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only)	$ 30.35	13.52
PIPEFITTER (Including HVAC Pipe Installation)	$ 30.35	13.52

SFTX0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 29.53	21.27

SHEE0067-006 06/01/2019

	Rates	Fringes

SHEET METAL WORKER (Excludes HVAC Duct Installation)	$ 26.81	15.79

SUTX2014-030 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 20.86	0.00
CARPENTER (Acoustical Ceiling Installation Only)	$ 14.00	0.00
CARPENTER (Form Work Only)	$ 15.62	0.05
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation	$ 13.99	0.00
CEMENT MASON/CONCRETE FINISHER	$ 15.71	0.00
DRYWALL FINISHER/TAPER	$ 16.96	4.34
DRYWALL HANGER AND METAL STUD INSTALLER	$ 14.00	0.00
ELECTRICAL INSTALLER (Sound and Communication Systems Only)Excludes Wiring	$ 12.50	0.65
ELECTRICIAN, Excludes Low Voltage Wiring	$ 24.00	3.66
FLOOR LAYER: Carpet	$ 21.88	0.00
GLAZIER	$ 12.83	0.00
IRONWORKER, REINFORCING	$ 12.27	0.00
LABORER: Common or General	$ 10.43	0.00
LABORER: Mason Tender - Brick	$ 11.00	0.00
LABORER: Mason Tender - Cement/Concrete	$ 11.85	0.00
LABORER: Pipelayer	$ 12.45	0.00
LABORER: Roof Tearoff	$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 19.43	3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.00	0.00
OPERATOR: Bulldozer	$ 14.00	0.00
OPERATOR: Drill	$ 14.50	0.00
OPERATOR: Forklift	$ 15.68	0.00
OPERATOR: Grader/Blade	$ 19.30	0.00
OPERATOR: Loader	$ 14.00	0.00
OPERATOR: Mechanic	$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 16.03	0.00
OPERATOR: Roller	$ 11.25	0.00
PAINTER (Brush, Roller, and Spray)	$ 18.76	6.35
PLUMBER, Excludes HVAC Pipe Installation	$ 21.58	2.88
ROOFER	$ 12.00	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 17.84	3.26
TILE FINISHER	$ 11.32	0.00
TILE SETTER	$ 15.38	0.00
TRUCK DRIVER: Dump Truck	$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	$ 12.50	0.00
TRUCK DRIVER: Water Truck	$ 12.00	4.11
WATERPROOFER	$ 16.30	0.06

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. 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:

Hays County

712 South Stagecoach Trail, Suite 1070

San Marcos, TX 78667

(ADDRESS)

DATE:

Project No.: IFB 2020-B05

Project: US 290 At Trautwein Road Traffic Signal

THIS IS TO CERTIFY THAT _____

(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to the standard policy noted on reverse side hereof.

TYPE OF INSURANCE	POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY
Workmen's Compensation				
Public Liability				1 Person $ 1 Accident $
Contingent Liability				1 Person $ 1 Accident $
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____

(Name of Insurer)

By: _____

Phone No. (___) _____

Title: _____

SECTION 10
GENERAL CONDITIONS

General Conditions

THE CONTRACT GENERAL CONDITIONS SHALL BE AS SET FORTH IN THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014, INCLUSIVE OF ITEMS 1 - 9 GENERAL REQUIRMENTS AND COVENANTS, AND APPLICABLE SPECIAL PROVISIONS (See Section 15 "Technical Specifications").

SECTION 11
SPECIAL CONDITIONS

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SPECIAL CONDITIONS

I. County

Hays County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department	County Engineer
Hays County	Hays County
712 South Stagecoach Trl, Ste 1071	2171 Yarrington Road
San Marcos, TX 78666	San Marcos, TX 78667

II. Program Manager

Prime Strategies, Inc. 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

[TBD] 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

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

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

(c) Contractor agrees to the following:
(1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance

policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;

(2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

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

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

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

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

VII. Record ("As-Built") Drawings

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

VIII. Limit of Financial Resources

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

work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

IX. Limits of Work and Payment

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Inspector.

X. State Sales Tax

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

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

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

XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of the Contract, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Specification 000-HC01 per calendar day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **10** working days. This separate time period shall be for completion of the Punch List, as set forth in Special Provision 005-HC01 Article 5.12.2.2.b 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 - OMITTED

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 - OMITTED

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). The Contractor shall create and maintain the schedule using the latest version, at the time of the award of the Project, of Primavera System, Inc. Primavera Project Planner or Suretrak Project Scheduler computer scheduling software, except when a general note requires otherwise. Microsoft Project will not be acceptable. 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 - OMITTED

SECTION 12
GENERAL NOTES

GENERAL

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

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

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

Intelligent Transportation Systems (ITS) Infrastructure may exist within the limits of this project and that the system must remain operational throughout construction. The exact location of ITS Infrastructure is not known. Contact the TxDOT Area Engineer's or Inspection Team's Office for the location(s) at least 48 hours before commencing any work that might affect present ITS Infrastructure Use caution if working in these areas to avoid damaging or interfering with existing facilities. Repair any damage to this system within 8 hours of occurrence at no cost to the Department. In the event of system damage, notify TxDOT/CTECC at (512) 974-0883 within one hour of occurrence. Failure of the Contractor to repair damage to any infrastructure that conveys any corridor information to TxDOT/CTECC will result in the Contractor being billed for the full cost of emergency repairs.

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.

During evacuation periods for Hurricane events the Contractor will cooperate with Department for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

ITEM 5 – CONTROL OF THE WORK

Provide a 72-hour advance email notice to AUS_Locate@TxDOT.gov to request illumination, traffic signal, ITS, or toll equipment utility locates. Provide AUS_Locate@TxDOT.gov an electronic pdf of as-builts within 21 calendar days of illumination, traffic signal, ITS, or toll equipment being placed into operation. As-built shall include GPS coordinates of manholes and junction boxes. Include final version of RFI's and revised plan sheets.

Electronic Shop Drawing Submittals:

Submit electronic shop drawing submittals according to the current Guide to Electronic Shop Drawing Submittal https://www.txdot.gov/business/resources/specifications/shop-drawings.html (TxDOT.gov Business > Resources - General > Shop Drawings). Pre-approved producers can be found online at TxDOT.gov > Business > Resources - Material Producer List. Use the following contact list for all submittals that are not required to be sent to Bridge Division and to copy the Engineer for all submittals to the Bridge Division.

Submittal Contact List

South Austin Michelle.RomageChambers@txdot.gov AUS_SA-ShopReview@txdot.gov

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

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. 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.
If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of $70 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officers governing authority.

ITEM 420 – CONCRETE SUBSTRUCTURES

Perform work during good weather unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by the weather, the Contractor is responsible for all costs associated with repairs/replacement.

Remove all loose Formwork and other Materials from the floodplain or drainage areas daily.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1

Roadway	Limits	Allowable Closure Time
US 290 W	IH 35 to Trautwein Rd	8 P to 5 A

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 7 P to 6 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for projects within 20 miles of Formula 1 at COTA, ACL Fest, SXSW, ROT Rally, UT home football games (includes games not on a Friday or weekend), sales tax holiday, Dell Match Play (includes Thursday) or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.
To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2-hour notice prior to implementation and immediately upon removal of the closure.
For roadways listed in Table 1: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Place a 28-inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

To determine a speed limit or an advisory speed limit, submit a request to TxDOT 60 business days prior to manufacture of the sign.

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 600s & 6000s – ITS, LIGHTING, SIGNING, MARKINGS, AND SIGNALS

Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. Notify the Engineer if existing elements to remain do not meet code or specification.

Contractor shall provide all service, equipment and material required to provide a functional item and interface with existing equipment and software.

For signal shop contact Charles Vaughn Jr (Charles.Vaughn@txdot.gov) and Douglas Turner (Douglas.L.Turner@txdot.gov).

Provide a 7-day advance email notice to the Engineer to request illumination or traffic signal punch list inspection.

Provide a 14-day advance email notice to the Engineer with signal technician contact information and signal locations prior to working or assuming operations of illumination or traffic signal.

Provide a 60-day advance email notice to the Engineer to request signal timing if timing is not provided in the plans.

Provide a 180-day advance email notice to the Engineer for equipment to be provided by TxDOT.

Prior to relief of maintenance, a Test Period is required for signals and ITS equipment in accordance with Item 680.3.1.8. Response time to reported trouble calls shall be less than 2 hours. Complete repairs within 24 hours. Notify the Engineer and maintain a logbook in the controller cabinet of each trouble call. Do not clear the error log in the conflict monitor without approval.

ITEM 618 - CONDUIT

Fit PVC and HDPE conduit terminations with bell ends.

Shift the locations of conduit and ground boxes to accommodate field conditions.

Install conduit not exceeding 2 feet in any direction from a straight line. Install conduit at a minimum depth of 2 ft. below finished grade. Installation of the conduit by jacking or boring method will be at a depth of at least 1 ft. below subgrade.

Install a high tension, non-metallic pull rope in all conduit runs. Cap all empty conduit using standard weather tight conduit caps. This work is subsidiary.

ITEM 620 - ELECTRICAL CONDUCTORS

Provide 10-amp time delay fuses.

Install a minimum size 8 AWG equipment grounding conductor (EGC) in all conduits including loop detectors and traffic signal cables. Payment and the size of the EGC will be in accordance with standard ED (3)-14 note 12.

Permanently mark “illumination” on the luminaire conductors installed inside a traffic signal pole. Make the marks easily visible from the hand hole.

ITEM 624 – GROUND BOXES

Aggregate for fill under the box will be crushed, have a maximum size of 2 in., minimum size of ½ in., and requirements per Item 302 are waived.

ITEM 628 – ELECTRICAL SERVICES

Contact the utility company upon execution of contract and prior to the pre-construction meeting to make arrangements for all work and materials provided by the utility company. Contact AUS_Business_Services@txdot.gov for account approval and information. Accounts shall be placed in the name of TxDOT.

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES

Triangular slip base that use set screws to secure the post will require 1 of the set screws to penetrate the post by drilling a hole in the post at the location of the screw. All set screws shall be treated with anti-seize compound.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Notify the Engineer at least 24 hr. before beginning work.

Use of temporary flexible reflective roadway marker tabs is subsidiary and at the Contractor's option. Replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain tabs or place longitudinal markings by deadline will require nightly placement of longitudinal markings.

Place longitudinal markings no later than 7 calendar days after placement of the surface for roadways with AADT greater than 20,000.

When the raised portion of a profile marking is placed as a separate operation from the pavement marking, the raised portion must be placed first then covered with TY I.

When using black shadow to cover existing stripe apply a non-retroreflective angular abrasive bead drop. The marking color shall be adjusted to resemble the pavement color. If Item 677 is not used prior to placement of black shadow, scrape the top of the marking with a blade or large piece of equipment unless surface is a seal coat. The scraping of the marking is subsidiary.

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Dispose of removed materials and debris at locations off the right of way.
Elimination using a pavement marking will not be allowed in lieu of methods listed in specification.

Remove pavement markings on concrete surfaces by a blasting method. Flail milling will be allowed when total quantity of removal on concrete surfaces is less than 1000 ft.

Strip seal is only method allowed on seal coat surface unless project includes placement of a new surface. If total quantity of removal on a seal coat surface is less than 2000 ft., elimination using a pavement marking is allowed if a test section is approved by the Engineer. Test section shall demonstrate the thermo marking color matches the existing pavement color.

Remove pavement markings outside the limits of the new surface by a blasting method.

Use a TRAIL or a non-retroreflective paint to cover stripe remnants that remain after elimination. The test requirements for these materials are waived. The paint color shall be adjusted to resemble the existing pavement color. Installation and maintenance is subsidiary.

ITEM 680 - HIGHWAY TRAFFIC SIGNALS

Luminaire arms shall be aligned with the signal head support. If multiple signal head supports, the luminaire arm shall be aligned with the support over the higher volume roadway.

Install 250W EQ LED illumination fixtures as shown in the plans. Test in accordance with Item 616. This work is subsidiary

Furnish all materials and install signs mounted on the traffic signal wire, traffic signal poles, mast arms, and pedestal pole assemblies. Remove all conflicting signs and sign foundations when signal is placed into operation. This work is subsidiary.

Use a Vulcan swinger sign mounting bracket or equivalent for all signs mounted on span wires.

Place the traffic signal into operation after the traffic signal and stripe have been completed. The signal shop will be present to program the controller and assist with detection setup. Have a qualified technician and a representative from the controller supplier on the project site to place the traffic signals in operation.

If shown on the plans, install the Emergency Response Detection equipment supplied by the City.

Upon removal, contact signal shop to stockpile a maximum of 4 signal poles and mast arms that meet the current TxDOT standards at the Austin District Headquarters located at 7901 North IH 35, Austin, Tx 78753. If signal shop declines receipt of material, Contractor will be responsible for disposal.

For city operated signals, the city may assist in determining how the detector loop lead-in cables are to be connected, and will also program the controller for operation, the video detection, hook up the conflict monitor, detector units and other equipment, and turn on the controller.

ITEM 682 – VEHICLE AND PEDESTRIAN SIGNAL HEADS

Install signal head attachments so the wiring to each, passes from the signal pole through the attachment hardware to the signal head. Use UV rated tie wraps.

Traffic signal heads will be aluminum unless otherwise shown on the plans. Back plates will be black aluminum.

Provide louvers, which have five vanes with a black finish on inside surfaces when required. Fasten a hardware cloth screen, securely, with ⅝" or smaller mesh size to the front face of each louver to prevent bird nesting.

Use the four-point mounting system (TY A) for signal heads, except in cases of skewed or vertical heads when (TY B) will be used.

ITEM 684 – TRAFFIC SIGNAL CABLES

For each cable run, coil an extra 2 ft. of cable in each steel pole and 5 ft. in the controller cabinet. Provide a separate multi-conductor signal cable (14 AWG) inside pedestal poles and mast-arm signal poles from the terminal strip to each signal head as shown on the plans.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 3 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”.

Project Number: Sheet: 2H
County: Hays **Control:** 0113-07-076
Highway: US 290

General Notes Sheet H

SECTION 13
TECHNICAL SPECIFICATIONS

HAYS COUNTY /
TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS, (2) SPECIAL PROVISIONS TO SPECIAL SPECIFICATIONS, (3) SPECIAL SPECIFICATIONS, (4) SPECIAL PROVISIONS, AND (5) STANDARD SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 - 9 GENERAL REQUIRMENTS AND COVENANTS

ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 618 CONDUIT
ITEM 620 ELECTRICAL CONDUCTORS
ITEM 624 GROUND BOXES
ITEM 628 ELECTRICAL SERVICES
ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 672 RAISED PAVEMENT MARKERS
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS
ITEM 678 PAVEMENT SURFACE PREPARATION FOR MARKINGS
ITEM 680 HIGHWAY TRAFFIC SIGNALS
ITEM 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
ITEM 684 TRAFFIC SIGNAL CABLES

SPECIAL SPECIFICATIONS:
ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 6056 PREFORMED IN-LANE (TRANSVERSE)/CENTERLINE RUMBLE STRIPS
ITEM 6292 RADAR VEHICLE DETECTION SYSTEM FOR SIGNALIZED INTERSECTION CONTROL

SPECIAL PROVISIONS:
WAGE RATES (See Section 8)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Special Provision to Item 000
Schedule of Liquidated Damages

The Dollar Amount of Daily Contract Administration Liquidated Damage per Working Day is $500.00/Day.

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 2.3 Issuing Proposal forms. The second sentence is voided and replaced by the following: Hays County will issue a proposal form to a prequalified Bidder meeting the requirements of the proposal form on request if the estimated cost of the proposed Contract is within that bidder's Available bidding capacity.

Article 2.6 Preparing the Proposal is supplemented by the following: Bids MUST be legible and of a quality that can be reproduced.

Article 2.8 Electronic Bid is deleted and not replaced.

Article 2.9.1 Guaranty Check. The first sentence is deleted and replaced by: Make the check payable to Hays County.

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 check or bid bonds will not be considered.

Article 2.9.3 Submittal of Bid is supplemented by: TWO (2) ORIGINAL AND ONE (1) DIGITAL COPY ON A THUMB DRIVE OF ALL BIDS MUST BE SUBMITTED (this includes Two (2) Original and One (1) digital copies of all documentation submitted with the bid). BIDS MUST BE MARKED ORIGINAL OR COPY.

ALL BIDS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME. IF AN OVERNIGHT DELIVERY SERVICE IS GOING TO DELIVER THE BID, THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME MUST ALSO APPEAR ON THE OUTSIDE OF THE DELIVERY SERVICE ENVELOPE.

FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

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: http://www.wilcogov.org/interest_conflict/index.html. The Hays County Conflict of Interest Statement is located in Section 7 of this manual. This form must be completed, signed, and submitted with your bid.

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.

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.

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.

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 area office or the district 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, a minimum of six (6) stamped/reviewed copies, 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. Note: A single copy of the reviewed drawings shall be retained by the reviewer, the County, the County's Representative and Inspector for their records. 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. This article 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, 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.

5.12.2.2.b Final Completion and Acceptance. The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Inspector written notice that the Punch List has been completed, the Inspector shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contact Documents, the Inspector, 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.

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.

Article 8 is 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 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 8.1 Prosecution of Work. The first and second sentences of the first paragraph are voided and replaced by the following:

Working day charges will begin 270 calendar days after the date of the written authorization to begin work, or on the first day that all utility relocations are complete, if this occurs during the 270 day period.

Prosecute the work continuously to completion within the working days specified except for as follows: The County may suspend work under this contract due to utility relocations and/or adjustments for a maximum of 90 calendar days. The suspension may be used at one time or broken into no more than 4 suspensions totaling a maximum of 90 calendar days. The Engineer and the Contractor may mutually agree, in writing, to increase or decrease this maximum number of days. The Contractor shall not be entitled to additional compensation due to delays within these 90 calendar days.

Special Provision to Item 9
Measurement and Payment

Item 9, Measurement and Payment of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 9.5 Progress Payments. The first sentence is replaced by: On or before the first Wednesday of each month, the Contractor shall submit to the Inspector a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Inspector, is acceptable. The Inspector shall either examine and approve by signature or modify and approve such modified statement.

The Inspector shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Inspector's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Inspector that the Inspector has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, and further less all previous payments and all further sums that may by retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Inspector, pay a reasonable and equitable portion of the retained percentage to the Contractor, if any; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the conditions stated under Article 9.8.

As a minimum, invoices shall be on the form provided by the County and include: (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address, (2) County contract number, (3) Identification of items or service as outlined in the Contract Documents, (4) Quantity or quantities, applicable unit prices, total prices, and total amount and (5) Any additional payment information which may be called for by the Contract Documents.

Payment inquiries should be directed to the GEC.

Article 9.9 Payment Provisions for Subcontractors is further supplemented as follows: THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE INSPECTOR, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS. When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

Article 9.10. Final Payment is supplemented by: At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- Defective work not remedied or other obligations hereunder not completed.
- Claims filed or reasonable evidence indicating the probable or potential filing of claims.
- Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- Damage to the County or another contractor's work, material or equipment.
- Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
- Reasonable indication that the Work will not be completed within the contract time.
- Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

Special 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 6056

Preformed In-Lane (Transverse)/Centerline Rumble Strips

1. DESCRIPTION

Furnish and install preformed in-lane (transverse) or preformed centerline rumble strips as shown on the plans.

2. MATERIALS

Provide rumble strips from manufacturers prequalified by the Department. The Traffic Operations Division maintains a list of prequalified rumble strip manufacturers.

3. CONSTRUCTION

Install the in-lane (transverse) rumble strips in locations shown in the plans. Install centerline rumble strips in the gaps between broken centerline pavement marking stripes as shown in the plans. Install the rumble strips in accordance to manufacturer's recommendations.

4. MEASUREMENT

This Item will be measured transversely by the foot across the roadway on which the rumble strip is installed. Measurement shall include all strips of materials placed across the roadway surface.

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 "Preformed In-Lane (Transverse) Rumble Strips" or "Preformed Centerline Rumble Strips." This price shall be full compensation for all labor, equipment, tools and incidentals necessary to complete the work.

Special Specification 6292

Radar Vehicle Detection System for Signalized Intersection Control

1. DESCRIPTION

Furnish, install, relocate, or remove radar vehicle detection systems (RVDS) of the specified devices at signalized intersections to provide the required zones of detection as shown on the plans, or as directed.

2. MATERIALS

2.1. General. Except as allowed for relocation of RVDS equipment, ensure all equipment and component parts are new in accordance with Section 1.0 through Section 6.0 of Division Specification TO-8000, "Radar Vehicle Detection System." and in an operable condition at time of delivery and installation.

The Traffic Management Section of the Traffic Operations Division (TRF-TM) maintains the Prequalified Products Master List (QPL) of all RVDS conforming to the requirements of this Specification. New materials appearing on the QPL for TO-8000 require no further sampling and testing before use unless deemed necessary by the Project Engineer or TRF-TM. Provide prequalified RVDSs from the Division's QPL. Ensure all RVDS serving the same detection purpose within the project are from the same manufacturer. RVDS devices are classified by their functional requirements. The functional requirements are for radar presence detection devices (RPDD) and radar advance detection devices (RADD). The RVDS system classifications are RVDS (RPDD Only), RVDS (RADD Only)" and "RVDS (RPDD and RADD).

Provide each RVDS sensor with a mounting bracket designed to mount directly to a pole, mast-arm, or other structure. Ensure bracket is designed such that the sensor can be tilted both vertically and horizontally for alignment and then locked into place after proper alignment is achieved. All hardware must be designed to support the load of the RVDS sensor and mounting bracket.

2.2. Configuration. Ensure the RVDS will provide vehicle detection as required on the plans, or as directed.

Ensure the RVDS does not require tuning or recalibration to maintain performance once initial calibration and configuration is complete. RVDS must not require cleaning or adjustment to maintain performance.

RVDS must self-recover from power failure once power is restored.

2.3. Cabling. Provide appropriate length of all cables necessary to complete the work (of making the RVDS fully operational) at each installation site.

2.4. Software. Ensure the RVDS manufacturer includes all software required to configure and monitor operation of RVDS field equipment locally and remotely. RVDS software must be a stable production release.

Software must allow the user to configure, operate, exercise, diagnose, and read current status of all RVDS features and functions using a laptop computer.

Software must include the ability to save a local copy of RVDS field device configurations, and load saved configurations to RVDS field devices.

Ensure all licenses required for operation and use of software are included at no additional cost.

Software updates must be provided at no additional cost during the warranty period.

2.5. Electrical. All conductors supplying the equipment must meet National Electrical Code® (NEC) requirements.

Ensure equipment is designed to protect personnel from exposure to high voltage during installation, operation, and maintenance.

2.6. Mechanical. Ensure that all parts are fabricated from corrosion resistant materials, such as plastic, stainless steel, aluminum, or brass.

Ensure that all screws, nuts, and locking washers are corrosion resistant. Do not use self-tapping screws.

Ensure equipment is clearly and permanently marked with manufacturer name or trademark, part number, date of manufacture, and serial number.

Ensure RVDS is modular in design for ease of field replacement and maintenance. Provide a sensor that will minimize weight and wind loading when mounted on a traffic signal pole or mast arm.

All printed circuit boards (PCB) must have conformal coating.

2.7. Environmental. RVDS sensor must be able to withstand the maximum wind load based on the Department's basic wind velocity zone map standard without any damage or loosening from structure.

The RVDS enclosure must conform to criteria set forth in the NEMA 250 Standard for Type 4X enclosures.

The RVDS must meet all NEMA TS2 environmental requirements for temperature, humidity, transients, vibration, and shock.

2.8. Connectors and Harnesses. Ensure all conductors are properly color coded and identified.

Ensure cable connector design prohibits improper connections. Cable connector pins are plated to improve conductivity and resist corrosion.

Connections for both data and power must be made to the RVDS sensor using waterproof, quick disconnect connectors. Pigtails from the sensor to a waterproof junction box (NEMA 4) or an approved waterproof connector must be allowed for splicing. The pigtails must not be shorter than 3 ft. unless otherwise shown on the plans.

3. Construction

3.1. System Installation. Install RVDS system devices according to the manufacturer's recommendations to provide properly functioning detection as required. This will include the installation of sensors on signal poles or mast-arms, controller interface modules, power and surge protection panels, cabling and all associated equipment, software, serial and Ethernet communication ports, connectors and hardware required to setup and operate. Ensure that the supplier of the RVDS provides competent on-site support representative during installation to supervise installation and testing of the RVDS. Ensure the radar sensor locations are optimal for system operation and operate as required. Maintain safe construction practices during equipment installation.

Ensure installation and configuration of software on Department computers is included with the RVDS.

Use care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved by the Engineer) at no cost to the Department.

3.2. Mechanical Components. Ensure that all fasteners, including bolts, nuts, and washers with a diameter less than 5/8 in. are Type 316 or 304 stainless steel and meet the requirements of ASTM F593 and ASTM F594 for corrosion resistance. Ensure that all bolts and nuts 5/8 in. and over in diameter are galvanized and meet the requirements of ASTM A307. Separate dissimilar metals with an inert dielectric material.

3.3. Wiring. Install all wiring and electrical work supplying power to the equipment in a neat workmanlike manner. Supply and install all wiring necessary to interconnect RVDS sensors to the traffic signal cabinet and incidentals necessary to complete the work. Furnish and install any additional required wiring at no additional cost to the Department.

Wiring must be cut to proper length prior to installation. Provide cable slack for ease of removal and replacement. All cable slack must be neatly laced with lacing or straps in the bottom of the cabinet. Ensure cables are secured with clamps.

3.4. Grounding. Ensure all RVDS components, cabinets, and supports are grounded in accordance with the NEC and manufacturer recommendations.

3.5. Relocation of RVDS Field Equipment. Perform the relocation in strict conformance with the requirements herein and as shown on the plans. Completion of the work will present a neat, workmanlike, and finished appearance. Maintain safe construction practices during relocation.

Inspect the existing RVDS field equipment with a representative from the Department and document any evidence of damage prior to removal. Conduct a pre-removal test in accordance with the testing requirements contained in this Item to document operational functionality. Remove and deliver equipment that fails inspection to the Department.

Prior to removal of existing RVDS field equipment, disconnect and isolate the power cables from the electric power supply and disconnect all communication cabling from the equipment located inside the cabinet. Coil and store power and communication cabling inside the cabinet until relocation. Remove existing RVDS field equipment as shown on the plans only when authorized by the Engineer.

Use care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved by the Engineer) at no cost to the Department.

Make all arrangements for connection to the power supply and communication source including any permits required for the work to be done under the Contract. Provide wire for the power connection at least the minimum size indicated on the plans and insulated for 600 V. Meet the requirements of the NEC, latest edition.

3.6. Removal of RVDS Field Equipment. Perform the removal in strict conformance with the requirements herein and as shown on the plans. Completion of the work will present a neat, workmanlike, and finished appearance. Maintain safe construction practices during removal.

Disconnect and isolate any existing electrical supply prior to removal of existing field equipment.

Use care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved by the Engineer) at no cost to the Department.

All materials not designated for reuse or retention by the Department will become the property of the Contractor and be removed from the project site at the Contractor's expense. Deliver items to be retained by the Department to a location shown on the plans or general notes. The Contractor is fully responsible for any removed equipment until released by the Engineer.

3.7. Documentation. Provide electronic copy operation and maintenance manuals, along with a copy of all product documentation on electronic media. Include the following documentation:

- Complete and accurate schematic diagrams,
- Complete installation procedures,
- Manufacturer’s specifications (functional, electrical, mechanical, and environmental),
- Complete maintenance and trouble-shooting procedures, and
- Explanation of product operation.

- Warranty as specified in Section 3.8.

The RVDS must pass testing to ensure functionality and reliability prior to delivery. These include functional tests for internal subassemblies, a 24 hr. minimum unit level burn-in test, and a unit functionality test. Provide test results and supporting documentation, including serial number tested, must be submitted for each RVDS. If requested, manufacturing data per serial number must be provided for each RVDS.

Unless deemed unnecessary by the Project Engineer or TRF-TM, Provide certification from an independent laboratory demonstrating compliance with NEMA TS2 environmental requirements for temperature, humidity, transients, vibration, and shock.

Unless deemed unnecessary by the Project Engineer or TRF-TM, Provide third party enclosure test results demonstrating the sensor enclosure meets Type 4X criteria.

Unless deemed unnecessary by the Project Engineer or TRF-TM, Provide evidence of RVDS manufacturer's quality assurance program, including proof that the manufacturer of the RVDS is either ISO 9001 certified or other quality management system programs for manufacturing RVDS.

3.8. Warranty. Ensure that the detection system has a manufacturer's warranty covering defects for a minimum of 5 years from the date of final acceptance. In addition to the terms required by Article 8 of TO-8000, Ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department.

3.9. Training and Support. Provide manufacturer approved end user training to the Department and their representatives. Training must include instruction on system configuration, operation, and maintenance. Provide training for a minimum of 10 Department-designated representatives up to 8 hs., including both class and field training.

Ensure that the detection system manufacturer will provide product support for a minimum of 5 years from the date of final acceptance.

4. TESTING

Perform the following tests on equipment and systems unless otherwise shown on the plans. The Department may witness all the tests.

4.1. Stand-Alone Test. Conduct a Stand-Alone Test for each unit after installation. The test must exercise all stand-alone (non-network) functional operations and verify that RVDS is placing detector contact closure to assigned detector channels in the traffic signal controller assembly. Notify the Engineer 5 working days before conducting this test.

4.2. Consequences of Test Failure. If a unit fails a test, provide a new unit and then repeat the test until successfully completed.

4.3. Final Acceptance Test. Conduct a Final Acceptance Test on the complete functional system. Demonstrate all control, monitoring, and communication requirements and operate the system for 30 days. The Engineer will furnish a Letter of Approval stating the first day of the Final Acceptance Test.

4.4. Consequences of Final Acceptance Test Failure. If a defect within the system is detected during the Final Acceptance Test, document and correct the source of failure. Once corrective measures are taken, monitor the point of failure until a consecutive 30 day period free of defects is achieved.

4.5. Relocation

4.5.1. Pre-Test. Provide 5 copies of the test procedures to include tests of the basic functionality of the unit and blank data forms to the Engineer for review and comment as part of material documentation requirements. Functionality tests may include, but are not limited to, physical inspection of the unit and cable assemblies.

Include the sequence of the tests in the procedures along with acceptance thresholds. The Engineer will comment, approve, or reject test procedures within 30 days after Contractor submittal of test procedures. Rejected test procedures must be resubmitted within 10 days. Review time is calendar days. Conduct all tests in accordance with the approved test procedures.

Conduct basic functionality testing prior to removal of RVDS field equipment. Test all functional operations of the equipment in the presence of representatives of the Contractor and the Department. Ensure that both representatives sign the test report indicating that the equipment has passed or failed each function. Once removed, the equipment becomes the responsibility of the Contractor until accepted by the Department. Compare test data prior to removal and after installation. The performance test results after relocation must be equal to or better than the test results prior to removal. Repair or replace those components within the system that failed after relocation but passed prior to removal.

4.5.2. Post-Test. Testing of the RVDS field equipment is to relieve the Contractor of system maintenance. The Contractor will be relieved of the responsibility for system maintenance in accordance with Item 7, "Legal Relations and Responsibilities" after a successful test period. The Contractor will not be required to pay for electrical energy consumed by the system.

After all existing RVDS field equipment has been installed, conduct approved continuity, stand alone, and performance tests. Furnish test data forms containing the sequence of tests including all the data taken as well as quantitative results for all tests. Submit the test data forms to the Engineer at least 30 days prior to the day the tests are to begin. Obtain Engineer's approval of test procedures prior to submission of equipment for tests. Send at least 1 copy of the data forms to the Engineer.

Conduct an approved stand-alone test of the equipment installation at the field sites. At a minimum, exercise all stand-alone (non-network) functional operations of the field equipment with all the equipment installed per the plans as directed by the Engineer. Complete the approved data forms with test results and turn over to the Engineer for review and either acceptance or rejection of equipment. Give at least 30 working days' notice prior to all tests to permit the Engineer or his representative to observe each test.

The Department will conduct approved RVDS field equipment system tests on the field equipment with the central equipment. The tests will, as a minimum, exercise all remote control functions and display the return status codes from the controller.

If any unit fails to pass a test, prepare and deliver a report to the Engineer. Describe the nature of the failure and the corrective action needed. If the failure is the result of improper installation or damage during reinstallation, reinstall or replace the unit and repeat the test until the unit passes successfully, at no additional cost to the Department or extension of the Contract period.

5. Measurement

New RVDS furnished and installed by the Contractor will be measured by each approach to the signalized intersection.

RVDS furnished by the Department for the Contractor to install only will be measured by each approach to the signalized intersection.

Existing RVDS to be relocated or removed will be measured by each sensor relocated or removed.

6. Payment

6.1. Furnish and Install. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price for "RVDS (Presence Detection Only)", "RVDS (Advance Detection Only)" and "RVDS (Presence and Advance Detection)."

This price is full compensation for furnishing, installing, configuring, integrating, and testing the completed installation including RVDS equipment, voltage converters or injectors, cables, connectors, associated

equipment, and mounting hardware; and for all labor, tools, equipment, any required equipment modifications for electrical service, documentation, testing, training, software, warranty and incidentals necessary to complete the work.

6.2. Install Only. The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "RVDS (Presence Detection Only) (Install Only)", "RVDS (Advance Detection Only) (Install Only)" and "RVDS (Presence and Advance Detection) (Install Only)."

This price is full compensation for making fully operational a radar vehicle detection system furnished by the Department; installing, configuring, integrating, and testing the completed installation including RVDS equipment, voltage converters or injectors, cables, connectors, associated equipment, and mounting hardware; and for all labor, tools, equipment, any required equipment modifications for electrical service, documentation, testing, training, software, and incidentals necessary to complete the work.

6.3. Relocate. The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "Relocate RVDS." This price is full compensation for relocating and making fully operational existing RVDS field equipment; furnishing and installing additional cables or connectors; for testing, delivery and storage of components designated for salvage or reuse; and all testing, training, software, equipment, any required equipment modifications for electrical service, labor, materials, tools, and incidentals necessary to complete the work.

6.4. Remove. The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "Remove RVDS." This price is full compensation for removing existing RVDS equipment; removal of cables and connectors; for testing, delivery and storage of components designated for salvage; and all testing training, software, equipment, labor, materials, tools, and incidentals necessary to complete the work.

6.5. Communication Cable. All communication cables necessary to make the RVDS fully operational will be subsidiary to this Item.

APPENDIX A
QUALITY ASSURANCE PROGRAM
FOR CONSTRUCTION PROJECTS

Quality Assurance Program for Design-Bid-Build Projects

May 2018

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B. 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 Construction Division’s Materials and Pavements Section (CST/M&P) Administration at 512/506-5808.

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

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.

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 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.

2.4 Dispute Resolution

When QC test results are used in the acceptance decision, the CST/M&P central laboratory or an accredited independent laboratory approved by CST/M&P 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 3 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
Prior to 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

CST/M&P 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 – Laboratory Qualification Responsibility.

CST/M&P may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. CST/M&P or TxDOT district laboratory may hire a third-party entity to perform calibration/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/verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and/or 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 7.5 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

CST/M&P will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

CST/M&P 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 CST/M&P 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 in the event equipment and 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

CST/M&P 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:

A. Number of sampling and testing personnel evaluated by the systems approach IA testing;
B. Number of IA evaluations found to meet tolerances in Appendix B;
C. Number of IA evaluations found to not meet tolerances in Appendix B; and
D. 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 CST/M&P.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to CST/M&P.

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:

A. Verification sampling and testing;

B. QC sampling and testing;

C. IA testing; or

D. 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, 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 Construction Division, Materials and Pavements (CST/M&P) Section 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:

A. CST/M&P personnel;

B. Qualified district materials engineer/laboratory supervisor (except as noted below);

C. Qualified district laboratory personnel who have been authorized by the district materials engineer/laboratory supervisor to qualify others; and

D. 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 CST/M&P or its designated agent, for each test procedure performed within the district. In order 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 CST/M&P.

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:

A. ACI Concrete Field Testing Technician – Grade I;
B. ACI Concrete Strength Testing Technician;
C. TXAPA HMA Level 1A – Plant Production Specialist;
D. TXAPA HMA Level 1B – Roadway Specialist;
E. TXAPA HMA Level 2 – Mix Design Specialist;
F. TXAPA SB 101 – Property Specialist;
G. TXAPA SB 102 – Field Specialist;
H. TXAPA SB 103 – Materials Analysis Specialist;
I. TXAPA SB 201 – Strength Specialist;
J. TXAPA SB 202 – Compressive Strength Specialist.

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:

A. District laboratory personnel who have been authorized by CST/M&P to perform technician qualifications; and
B. CST/M&P 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.

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. An individual

failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reason(s) for requesting a verbal examination must be presented and documented prior to the individual being 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/supervisor stating that the technician has received additional training. CST/M&P 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/proficiency samples administered by the qualifying authority to validate the qualification. CST/M&P determines the qualifying authority for the split/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/proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing may result in certification revocation.

6.7 Provisional Certifications

In the event the required certifications listed in the Section 6.5 cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by CST/M&P or TxDOT's district laboratory will be allowed, per the following stipulations:

A. Provisional certifications must be approved by CST/M&P or TxDOT district laboratory supervisor;

B. Provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and

C. The candidate must show evidence of having enrolled in the required ACI or TXAPA course.

6.8 Documentation

CST/M&P and the district materials engineer/laboratory supervisor are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. TxDOT's SiteManager will be the official system of record for qualified/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/signed at the district's discretion. Documentation to be maintained in SiteManager, as an attachment, for all qualified personnel includes:

A. Copies of certificates issued by ACI and TXAPA; or
B. Copies of certificates issued by CST/M&P or TxDOT district laboratory, if issued; and
C. Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
D. 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 CST/M&P or TXAPA will be stored in their respective central repositories. 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 CST/M&P. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2 – Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications
Abuse	Careless or deliberate deviation from testing procedures or specifications
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: • Falsification of records; • Being aware of improprieties in sampling, testing, and/or production by others and not reporting them to appropriate supervisors involved in the project; • Re-sampling and/or retesting without awareness and consent of appropriate supervisors involved in the project; and/or • Manipulating compensation and/or production.

CST/M&P will investigate accusations of misconduct with the assistance of the responsible district. CST/M&P may impose penalties ranging from a written reprimand to a permanent revocation of the certification, contingent upon the findings of the investigation.

Any technician found guilty of breach of trust will have his/her certification permanently revoked. Any 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 Laboratories to be Qualified

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

A. Construction Division, Materials & Pavements (CST/M&P) central laboratory;
B. District laboratories;
C. Area/project laboratories (including field laboratories at hot mix and concrete plants);
D. CST/M&P field laboratories; and
E. Commercial laboratories.

7.3 Laboratory Qualification Responsibility

CST/M&P central laboratory will be accredited under the AASHTO Accreditation Program (AAP).

CST/M&P is responsible for overseeing the statewide laboratory qualification program and for accrediting district laboratories. 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. When a district qualifies a commercial laboratory, they must notify CST/M&P in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available at https://www.txdot.gov/inside-txdot/division/construction/laboratory-directory.html.

7.4 Qualification Process

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

A. Identify the scope of testing to be performed;
B. Verify that test methods used to perform tests are available and current;
C. Document that the laboratory has the required equipment to perform the tests;
D. Check the calibration/verification records for each piece of equipment, to include:
    1. Description of equipment;
    2. Identification of any traceable standard used;

3. Frequency of calibration;
4. Date of calibration;
5. Date of last calibration;
6. Date of next calibration;
7. Calibrating technician;
8. Procedure used to calibrate/verify equipment; and
9. Detailed results of calibration; and

E. Verify that the laboratory has qualified/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 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/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 is an ongoing process. Calibration/verification is required whenever laboratory or equipment is moved. Random audits of laboratory calibration records may be performed at the sole discretion of the qualifying authority.

7.5 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.

7.6 Non-Compliance

A laboratory that does not meet all of the above requirements is subject to disqualification. 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. CST/M&P or the TxDOT district laboratory responsible for the certification/audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.7 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 CST/M&P.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

A. Availability and calibration/verification records for each piece of equipment,
B. Personnel qualified/certified to perform required testing, and
C. Copy of laboratory qualification certificate issued.

7.8 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, CST/M&P 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
AQMP	Aggregate Quality Monitoring Program
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CST/M&P	Construction Division, Materials and Pavements Section
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
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, and/or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling and/or retesting without awareness and consent of appropriate supervisors involved in the project; and/or manipulating compensation and/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 and/or personnel. The test results are compared to assure that the laboratories and/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
Split Sample Tolerance Limits

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean[1]
Tex-105-E	Plastic Limit of Soils	15% of mean[1]
Tex-106-E	Plasticity Index of Soils	20% of mean[1]
Tex-107-E	Bar Linear Shrinkage of Soils	± 2%
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: ± 5% points
		≤ No. 4 sieve: ± 3% points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content ± 0.5%
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content ± 0.5%
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: ± 5.0% points (individual % retained)
		≤5/8" sieve–No. 200: ± 3.0% (individual % retained)
		Passing No. 200: ± 1.6% points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: ± 1.0%
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): ± 1.0%
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	± 0.3%

Test Procedure	Description	Tolerance
Tex-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.

IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Construction (CST) Division
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	{Project Name}
1. Number of personnel evaluated under system approach	
2. Number of IA evaluations meeting tolerance	
3. Number of IA evaluations not meeting tolerance	
4. Corrective actions:	

cc: Brett Haggerty, P.E.
Materials and Pavements Section Director
TxDOT – Construction Division

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: Brett Haggerty, P.E.
Materials and Pavements Section Director
TxDOT, Construction Division

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 CST 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: Brett Haggerty, P.E.
Materials and Pavements Section Director
TxDOT, Construction Division.

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

MAY 2016

Texas Department of Transportation

Using the Guide Schedule

Research of sampling and testing rates listed for project tests in the following Guide Schedule show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing at the start of production is to insure that 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 Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE: For projects subject to FHWA construction oversight activities, use the "Letter of Certification of Materials Used" to document reasons for material acceptance when a test fails. For all other projects, document the justification and explanation for acceptance of materials that fail project tests in the project file.

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-mixed 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.

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 designated by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	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.
	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.

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)	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.
	In-place Density **(A)**	Tex-115-E	As designated 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.
	Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY	As required by the plans. Sample in accordance with Tex-400-A.
	Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	As required by the plans. 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.

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		In-place Density (A)	Tex-115-E	As designated 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 designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents compliance.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As designated by the Engineer	1 per 500 linear 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.
		Sulfate Content	Tex-145-E	As designated by the Engineer	1 per 500 linear 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.
		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	As required by the plans. Sample in accordance with Tex-400-A.

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	NEW BASE MATERIAL	Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	As required by the plans. 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-400-A.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 designated by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from CST/M&P 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)**
	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.
		Soil-Cement Testing Soil-Lime Testing	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 prior to the project, this test may be waived. Sample in accordance with Tex-100-E.

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	COMPLETE MIXTURE	Soil-Cement Testing Soil-Lime Testing	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway windrow after 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 discretion of Engineer. Sample in accordance with Tex-100-E.
		In-place Density **(A)**	Tex-115-E	As designated 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 designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance
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 on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test prior to placement.
F	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)					
			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	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or prior to 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 prior to mixing	Each 5,000 CY	
	Wet Ball Mill or L. A. Abrasion **(A)**	Tex-116-E or Tex-410-A	During stockpiling operations, from completed stockpile, or prior to mixing	Each 20,000 CY	When L. A. Abrasion is specified, tests are not required when the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. Sample in accordance with Tex-400-A. **(B)**
	Coarse Aggregate Angularity **(A)**	Tex-460-A, Part I	During stockpiling operations, from completed stockpile, or prior to mixing	1 per project, per source	Not required for crushed stone sources. Sample in accordance with Tex-400-A.
	Sand Equivalent	Tex-203-F	Hot aggregate bins, feeder belt, or stockpile	1 per project, per source	When designated by the Engineer, test may be run on combined aggregates when multiple sources are used. Sample in accordance with Tex-400-A.
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 CST/M&P approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-217-F, Part II	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F, Part III	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300 – Binder and Tack Coat		Sampled, tested and preapproved by CST/M&P. Take project samples when designated by the Engineer.	1 each for binder and tack coat per project, per grade, per source	Test at least one sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
COMPLETE MIXTURE	Laboratory Density **(A)**	Tex-126-E	Plant Mix **(C)**	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt **(A)**	Tex-236-F	Plant Mix **(C)**	Each 1,500 CY (2,000 tons) or days production	Determine asphalt content correlation factors for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As designated by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	Roadway cores, as designated by the Engineer **(C, D)**	Each 2,500 CY (3,000 tons) or days production	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.

TABLE IA – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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)	One each 1,000 CY	Rate may be reduced to one 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 20,000 CY	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 prior to use. Sample in accordance with Tex-221-F. **(B)**
	Magnesium Soundness **(A)**	Tex-411-A	Stockpile	1 per 20,000 CY	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 prior to use. Sample in accordance with Tex-221-F. **(B)**
	Surface Aggregate Classification **(A)**	Tex-612-J, Tex-411-A	Stockpile	1 per 20,000 CY	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 prior to 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.
	Coarse Aggregate Angularity	Tex-460-A	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.

TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
	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 CST/M&P 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 CST/M&P 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 CST/M&P provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT	Compliance with Item 300		Sampled, tested, and preapproved by CST/M&P. Take project samples when designated by the Engineer from the distributor or transport.	1 per project, per grade, per source	Sample in accordance with Tex-500-C. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation **(B)**	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials **(B)**	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion **(A) (B)**	Tex-410-A		Two, 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 CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
		5-cycle Magnesium Sulfate Soundness **(A) (B)**	Tex-411-A		Two, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. **(C)**
	FINE AGGREGATE	Sand Equivalent **(B)**	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Organic Impurities **(B)**	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus **(B)**	Tex-402-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used. Test to confirm material variability when strength values are in question.
		Deleterious Material **(B)**	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test to confirm material variability when strength values are in question.
		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 CST/M&P for testing prior to 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)	Sample in accordance with Tex-320-D.

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
METAKAOLIN	Compliance with DMS-4635 **(A)**		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	
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 CST/M&P 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				Sample in accordance with Tex-500-C. Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test prior to use in accordance with DMS-6310. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by CST/M&P. See remarks.	When requested by CST	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to 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 CST/M&P approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. **(C)**
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by CST/M&P	3 couplers per lot (500 couplers) for each type, model, bar size and grade	Only materials from CST/M&P approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures		Sampled at jobsite.	Min. of 1 test per project	Sample in accordance with Tex-321-E.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by CST/M&P.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**

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	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. 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. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength listed in Item 421 Table 8, the 2 remaining cylinders are not required to be tested.
CONCRETE	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 in the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature of Concrete (A)	Tex-422-A			
	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 on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

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 CST/M&P 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-320-D.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 test per project, per class (for each type and brand)	

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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		Two, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
		5-Cycle Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. No less than 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 CST/M&P for testing prior to 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 CST/M&P 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).

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
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-320-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-320-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by CST/M&P; tested by CST/M&P. 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 CST/M&P. See remarks.	When requested by CST	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to 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 CST/M&P 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 CST/M&P; tested by CST/M&P. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from CST/M&P approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-734-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by CST/M&P. 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 prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**

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	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 #.
	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 in 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			
	Thickness	Tex-423-A	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality Surface 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, CST 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 on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
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.

TABLE VI – ASPHALT CONCRETE 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 CST/M&P for testing prior to use in accordance with Tex-499-A. **(C)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Surface Aggregate Classification **(A)**	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A)**		Sampled, tested and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
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.

TABLE VI – ASPHALT CONCRETE 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		PROJECT INDEPENDENT ASSURANCE TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design)	LOCATION	FREQUENCY	REMARKS
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.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced **(D)**	1 per Sublot	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Sample in accordance with Tex-222-F. Does not apply to Item 342, "Permeable Friction Course." Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Gradation **(A)**	Tex-236-F	Engineer Truck Sample **(D)**	Minimum 1 per 12 Sublots **(E)**			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	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, 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	Truck Sample **(D)**	1 per Sublot 1 per Lot for Item 347	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	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 project 1 per Lot for Item 342			Sample in accordance with Tex-222-F. Not required for Item 341 and Item 344.
	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.
	Overlay Test	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.

TABLE VI – ASPHALT CONCRETE 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**	**FREQUENCY (Per Design)**	**REMARKS**
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	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.
ROADWAY	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, CST 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	Only applies to Items 342, 347, and 348.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CST/M&P		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 prior to 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 on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
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.

TABLE VII – ASPHALT CONCRETE 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 CST/M&P for testing prior to use in accordance with Tex-499-A. **(D)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification **(A)**	Tex-499-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to 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 Binder & Tack Coat **(A) (C)**		Sampled, tested and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample from production. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
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-207-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.

TABLE VII – ASPHALT CONCRETE 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
COMPLETE MIXTURE	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by CST/M&P 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, CST 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 VII – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
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.

TABLE VIII – ASPHALT CONCRETE 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 CST/M&P for testing prior to use in accordance with Tex-499-A. **(C)**
	Magnesium Sulfate 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 CST/M&P for testing prior to 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 Binder & Tack Coat **(A)**		Sampled, tested and pre-approved by CST/M&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
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 (%)	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-207-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.

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	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, CST 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 CST/M&P		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 CST/M&P for testing prior to use in accordance with DMS-6220.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
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."

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OF SAMPLING**	**FREQUENCY (Per Design)**	**REMARKS**
AGGREGATE	5-Cycle Magnesium Sulfate 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 CST/M&P 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 CST/M&P for testing prior to 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 CST/M&P 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 Binder & Tack Coat **(A)**		Sampled, tested, and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample during production. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at microsurfacing machine in accordance with Tex-500-C, Part III. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to CST/M&P for testing prior to 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 on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
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.

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HAYS COUNTY
TRANSPORTATION DEPARTMENT

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

US 290 (ETC.)
HAYS COUNTY
CSJ: 0113-07-076

LIMITS: US 290-FROM TRAUTWEIN RD. TO 200' EAST AND 200' WEST OF TRAUTWEIN RD.
TRAUTWEIN-FROM 200' NORTH OF US 290 TO US 290

CONSISTING OF: TRAFFIC SIGNAL

STATE DIST. NO.	STATE AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.	COUNTY	
TX	AUS	HAYS	
CONT.	SECT.	JOB	HIGHWAY NO.
0113	07	076	US 290

US 290
FUNCTIONAL CLASSIFICATION = RURAL ARTERIAL
DESIGN SPEED = 50 MPH
ADT = 31,375 (2018)
ADT = 58,900 (2038)
TRAUTWEIN RD.
FUNCTIONAL CLASSIFICATION = MINOR COLLECTOR
DESIGN SPEED = 35 MPH
ADT = 1,600 (2018)
ADT = 3,600 (2038)

FINAL PLANS

LETTING DATE:
DATE CONTRACTOR BEGAN WORK:
DATE WORK WAS COMPLETED & ACCEPTED:
FINAL CONTRACT COST: $
CONTRACTOR:

THE CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS AND CONTRACT.

INDEX OF SHEETS

1	TITLE SHEET
2A - 2H	GENERAL NOTES AND SPECIFICATION DATA
3	ESTIMATE & QUANTITY SHEET
4	SUMMARY OF SMALL SIGNS
5	EXISTING CONDITIONS & REMOVAL
6	PROPOSED SIGNAL LAYOUT
7	ELECTRICAL WIRING AND PHASING
8	LOAD SWITCH & RADAR INFORMATION
8a	EPIC
	STANDARDS
9	SIGNAL DETAILS/STANDARDS CONSTRUCTION DETAILS FOR TRAFFIC SIGNALS (WOOD POLE)
10	SIGNAL DETAILS/STANDARDS SIGNAL HEAD SPAN WIRE MOUNT DETAILS
11	TRAFFIC SIGNAL LAYOUTS SIGNAL DETAILS/ STANDARDS OVERHEAD STREET NAME SIGN MOUNTING DETAILS
12	SMD(GEN)-08
13	SMD(SLIP-1)-08
14	SMD(SLIP-2)-08
15	RS(5)-13
16	PM(2)-12
17	PM(3)-12
18	ED(1)-14
19	ED(1)-14
20	ED(3)-14
21	ED(4)-14
22	ED(5)-14
23	ED(6)-14
24	ED(7)-14
25	ED(8)-14
26	BC(1)-14
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28	BC(3)-14
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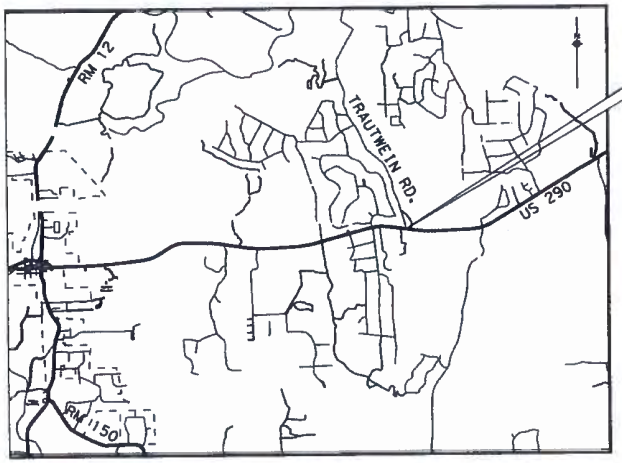
30	BC(5)-14
31	BC(6)-14
32	BC(7)-14
33	BC(8)-14
34	BC(9)-14
35	BC(10)-14
36	BC(11)-14
37	BC(12)-14
38	WZ(BTS-1)-13
39	WZ(BTS-2)-13



US 290/TRAUTWEIN RD

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY MY OR UNDER MY SUPERVISION AND ARE APPLICABLE TO THIS PROJECT.

wsb WSB & ASSOCIATES, INC.
FIRM # 16849

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.":

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.

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE

PREPARED BY:
WSB & ASSOCIATES, INC.
FIRM # 16849 (DESIGN CONSULTANT)

DANIEL A. ROGERS, PE
TBPE# 88794
2/12/2020
DATE

APPROVED BY:
HAYS COUNTY

2/13/2020
DATE

COMMISSIONER WALT SMITH
HAYS COUNTY COMMISSIONER, PRECINCT 4

Texas Department of Transportation

RECOMMENDED FOR LETTING: 2/20/2020
DocuSigned by: Epigmenio Gonzalez, P.E.
DISTRICT ENGINEER

RECOMMENDED FOR LETTING: 2/20/2020
DocuSigned by:
DIRECTOR OF TRANSPORTATION, PLANNING, & DEVELOPMENT

APPROVED FOR LETTING: 2/20/2020
DocuSigned by:
DIRECTOR OF TRANSPORTATION, PLANNING, & DEVELOPMENT

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

US 290 (ETC.)
HAYS COUNTY
CSJ: 0113-07-076

LIMITS: US 290-FROM TRAUTWEIN RD. TO 200' EAST AND 200' WEST OF TRAUTWEIN RD.
TRAUTWEIN-FROM 200' NORTH OF US 290 TO US 290

CONSISTING OF: TRAFFIC SIGNAL

SHEET NO.	STATE-DIST. PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.	COUNTY	
TX	AUS	HAYS	
CONTROL	SECT.	JOB	HIGHWAY NO.
0113	07	076	US 290

US 290
FUNCTIONAL CLASSIFICATION = RURAL ARTERIAL
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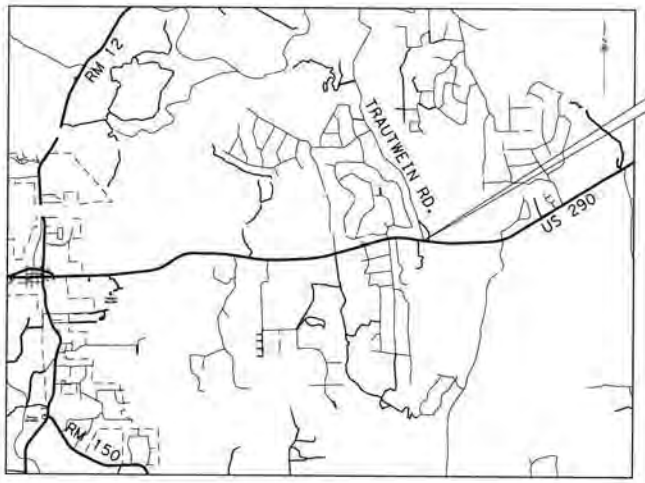

US 290/TRAUTWEIN RD

FINAL PLANS

LETTING DATE:
DATE CONTRACTOR BEGAN WORK:
DATE WORK WAS COMPLETED & ACCEPTED:
FINAL CONTRACT COST: $
CONTRACTOR:

THE CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS AND CONTRACT.

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY MY OR UNDER MY SUPERVISION AND ARE APPLICABLE TO THIS PROJECT.

wsb WSB & ASSOCIATES, INC.
FIRM # 16849

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

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.

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

PREPARED BY:
WSB & ASSOCIATES, INC.
FIRM # 16849 (DESIGN CONSULTANT)

Daniel A. Rogers 12-13-19

DANIEL A. ROGERS, PE DATE
TBPE# 88794

APPROVED BY:
HAYS COUNTY

RUBEN BECERRA DATE
HAYS COUNTY JUDGE

APPROVED BY:
HAYS COUNTY

COMMISSIONER WALT SMITH DATE
HAYS COUNTY COMMISSIONER, PRECINCT 4

APPROVED BY:
HNTB CORPORATION

CARLOS LOPEZ, PE DATE

HAYS COUNTY STATE OF TEXAS

Texas Department of Transportation

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RECOMMENDED FOR LETTING:
AREA ENGINEER

RECOMMENDED FOR LETTING:
DISTRICT DESIGN ENGINEER

APPROVED FOR LETTING:
DISTRICT ENGINEER

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

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

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

Intelligent Transportation Systems (ITS) Infrastructure may exist within the limits of this project and that the system must remain operational throughout construction. The exact location of ITS Infrastructure is not known. Contact the TxDOT Area Engineer's or Inspection Team's Office for the location(s) at least 48 hours before commencing any work that might affect present ITS Infrastructure Use caution if working in these areas to avoid damaging or interfering with existing facilities. Repair any damage to this system within 8 hours of occurrence at no cost to the Department. In the event of system damage, notify TxDOT/CTECC at (512) 974-0883 within one hour of occurrence. Failure of the Contractor to repair damage to any infrastructure that conveys any corridor information to TxDOT/CTECC will result in the Contractor being billed for the full cost of emergency repairs.

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.

During evacuation periods for Hurricane events the Contractor will cooperate with Department for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

ITEM 5 – CONTROL OF THE WORK
Provide a 72 hour advance email notice to AUS_Locate@TxDOT.gov to request illumination, traffic signal, ITS, or toll equipment utility locates. Provide AUS_Locate@TxDOT.gov an electronic pdf of as-builts within 21 calendar days of illumination, traffic signal, ITS, or toll equipment being placed into operation. As-built shall include GPS coordinates of manholes and junction boxes. Include final version of RFI's and revised plan sheets.

Electronic Shop Drawing Submittals:

Submit electronic shop drawing submittals according to the current Guide to Electronic Shop Drawing Submittal https://www.txdot.gov/business/resources/specifications/shop-drawings.html (TxDOT.gov Business > Resources - General > Shop Drawings). Pre-approved producers can be found online at TxDOT.gov > Business > Resources - Material Producer List. Use the following contact list for all submittals that are not required to be sent to Bridge Division and to copy the Engineer for all submittals to the Bridge Division.
Submittal Contact List
South Austin Michelle.RomageChambers@txdot.gov AUS_SA-ShopReview@txdot.gov

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

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. 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.
If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of $70 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officers governing authority.

ITEM 420 – CONCRETE SUBSTRUCTURES
Perform work during good weather unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by the weather, the Contractor is responsible for all costs associated with repairs/replacement.

Remove all loose Formwork and other Materials from the floodplain or drainage areas daily.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1

Roadway	Limits	Allowable Closure Time
US 290 W	IH 35 to Trautwein Rd	8 P to 5 A

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 7 P to 6 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for projects within 20 miles of Formula 1 at COTA, ACL Fest, SXSW, ROT Rally, UT home football games (includes games not on a Friday or weekend), sales tax holiday, Dell Match Play (includes Thursday) or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.
To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2 hour notice prior to implementation and immediately upon removal of the closure.
For roadways listed in Table 1: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Place a 28 inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

To determine a speed limit or an advisory speed limit, submit a request to TxDOT 60 business days prior to manufacture of the sign.

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 600s & 6000s – ITS, LIGHTING, SIGNING, MARKINGS, AND SIGNALS
Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. Notify the Engineer if existing elements to remain do not meet code or specification.

Contractor shall provide all service, equipment and material required to provide a functional item and interface with existing equipment and software.

For signal shop contact Charles Vaughn Jr (Charles.Vaughn@txdot.gov) and Douglas Turner (Douglas.L.Turner@txdot.gov).

Provide a 7 day advance email notice to the Engineer to request illumination or traffic signal punch list inspection.

Provide a 14 day advance email notice to the Engineer with signal technician contact information and signal locations prior to working or assuming operations of illumination or traffic signal.

Provide a 60 day advance email notice to the Engineer to request signal timing if timing is not provided in the plans.

Provide a 180 day advance email notice to the Engineer for equipment to be provided by TxDOT.

Prior to relief of maintenance, a Test Period is required for signals and ITS equipment in accordance with Item 680.3.1.8. Response time to reported trouble calls shall be less than 2 hours. Complete repairs within 24 hours. Notify the Engineer and maintain a logbook in the controller cabinet of each trouble call. Do not clear the error log in the conflict monitor without approval.

ITEM 618 - CONDUIT
Fit PVC and HDPE conduit terminations with bell ends.

Shift the locations of conduit and ground boxes to accommodate field conditions.

Install conduit not exceeding 2 feet in any direction from a straight line. Install conduit at a minimum depth of 2 ft. below finished grade. Installation of the conduit by jacking or boring method will be at a depth of at least 1 ft. below subgrade.

Install a high tension, non-metallic pull rope in all conduit runs. Cap all empty conduit using standard weather tight conduit caps. This work is subsidiary.

ITEM 620 - ELECTRICAL CONDUCTORS
Provide 10 amp time delay fuses.

Install a minimum size 8 AWG equipment grounding conductor (EGC) in all conduits including loop detectors and traffic signal cables. Payment and the size of the EGC will be in accordance with standard ED (3)-14 note 12.

Permanently mark “illumination” on the luminaire conductors installed inside a traffic signal pole. Make the marks easily visible from the hand hole.

ITEM 624 – GROUND BOXES
Aggregate for fill under the box will be crushed, have a maximum size of 2 in., minimum size of ½ in., and requirements per Item 302 are waived.

ITEM 628 – ELECTRICAL SERVICES
Contact the utility company upon execution of contract and prior to the pre-construction meeting to make arrangements for all work and materials provided by the utility company. Contact AUS_Business_Services@txdot.gov for account approval and information. Accounts shall be placed in the name of TxDOT.

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES
Triangular slip base that use set screws to secure the post will require 1 of the set screws to penetrate the post by drilling a hole in the post at the location of the screw. All set screws shall be treated with anti-seize compound.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS
Notify the Engineer at least 24 hr. before beginning work.

Use of temporary flexible reflective roadway marker tabs is subsidiary and at the Contractor’s option. Replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain tabs or place longitudinal markings by deadline will require nightly placement of longitudinal markings.

Place longitudinal markings no later than 7 calendar days after placement of the surface for roadways with AADT greater than 20,000.

When the raised portion of a profile marking is placed as a separate operation from the pavement marking, the raised portion must be placed first then covered with TY I.

When using black shadow to cover existing stripe apply a non-retroreflective angular abrasive bead drop. The marking color shall be adjusted to resemble the pavement color. If Item 677 is not used prior to placement of black shadow, scrape the top of the marking with a blade or large piece of equipment unless surface is a seal coat. The scraping of the marking is subsidiary.

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS
Dispose of removed materials and debris at locations off the right of way.
Elimination using a pavement marking will not be allowed in lieu of methods listed in specification.

Remove pavement markings on concrete surfaces by a blasting method. Flail milling will be allowed when total quantity of removal on concrete surfaces is less than 1000 ft.

Strip seal is only method allowed on seal coat surface unless project includes placement of a new surface. If total quantity of removal on a seal coat surface is less than 2000 ft., elimination using a pavement marking is allowed if a test section is approved by the Engineer. Test section shall demonstrate the thermo marking color matches the existing pavement color.

Remove pavement markings outside the limits of the new surface by a blasting method.

Use a TRAIL or a non-retroreflective paint to cover stripe remnants that remain after elimination. The test requirements for these materials are waived. The paint color shall be adjusted to resemble the existing pavement color. Installation and maintenance is subsidiary.

ITEM 680 - HIGHWAY TRAFFIC SIGNALS
Luminaire arms shall be aligned with the signal head support. If multiple signal head supports, the luminaire arm shall be aligned with the support over the higher volume roadway.

Install 250W EQ LED illumination fixtures as shown in the plans. Test in accordance with Item 616. This work is subsidiary
Furnish all materials and install signs mounted on the traffic signal wire, traffic signal poles, mast arms, and pedestal pole assemblies. Remove all conflicting signs and sign foundations when signal is placed into operation. This work is subsidiary.

Use a Vulcan swinger sign mounting bracket or equivalent for all signs mounted on span wires.

Place the traffic signal into operation after the traffic signal and stripe have been completed. The signal shop will be present to program the controller and assist with detection setup. Have a qualified technician and a representative from the controller supplier on the project site to place the traffic signals in operation.

If shown on the plans, install the Emergency Response Detection equipment supplied by the City.

Upon removal, contact signal shop to stockpile a maximum of 4 signal poles and mast arms that meet the current TxDOT standards at the Austin District Headquarters located at 7901 North IH 35, 78753. If signal shop declines receipt of material, Contractor will be responsible for disposal.

For city operated signals, the city may assist in determining how the detector loop lead-in cables are to be connected, and will also program the controller for operation, the video detection, hook up the conflict monitor, detector units and other equipment, and turn on the controller.

ITEM 682 – VEHICLE AND PEDESTRIAN SIGNAL HEADS
Install signal head attachments so the wiring to each passes from the signal pole through the attachment hardware to the signal head. Use UV rated tie wraps.

Traffic signal heads will be aluminum unless otherwise shown on the plans. Back plates will be black aluminum.

Provide louvers, which have five vanes with a black finish on inside surfaces when required. Fasten a hardware cloth screen, securely, with ⅝" or smaller mesh size to the front face of each louver to prevent bird nesting.

Use the four point mounting system (TY A) for signal heads, except in cases of skewed or vertical heads when (TY B) will be used.

ITEM 684 – TRAFFIC SIGNAL CABLES
For each cable run, coil an extra 2 ft. of cable in each steel pole and 5 ft. in the controller cabinet. Provide a separate multi-conductor signal cable (14 AWG) inside pedestal poles and mast-arm signal poles from the terminal strip to each signal head as shown on the plans.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN
Provide 3 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”.

SUMMARY OF TRAFFIC SIGNAL QUANTITIES				
ITEM NO.	DESC CODE	DESCRIPTION	UNIT	QUANTITY
500	6001	MOBILIZATION	LS	1
502	6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	1
618	6046	CONDT (PVC) (SCH 80) (2")	LF	200
618	6053	CONDT (PVC) (SCH 80) (3")	LF	35
618	6070	CONDT (RM) (2")	LF	70
618	6074	CONDT (RM) (3")	LF	20
620	6007	ELEC CONDR (NO.8) BARE	LF	135
620	6008	ELEC CONDR (NO.8) INSULATED	LF	900
620	6009	ELEC CONDR (NO.6) BARE	LF	180
620	6010	ELEC CONDR (NO.6) INSULATED	LF	160
624	6010	GROUND BOX TY D (162922)W/APRON	EA	1
628	6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	EA	1
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1
644	6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	2
644	6076	REMOVE SM RD SN SUP&AM	EA	2
666	6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	90
666	6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	291
672	6009	REFL PAV MRKR TY II-A-A	EA	26
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	210
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	25
678	6001	PAV SURF PREP FOR MRK (4")	LF	291
678	6008	PAV SURF PREP FOR MRK (24")	LF	90
678	6033	PAV SURF PREP FOR MRK (RPM)	EA	26
680	6002	INSTALL HWY TRF SIG (ISOLATED)	EA	1
682	6001	VEH SIG SEC (12") LED (GRN)	EA	9
682	6002	VEH SIG SEC (12") LED (GRN ARW)	EA	1
682	6003	VEH SIG SEC (12") LED (YEL)	EA	9
682	6004	VEH SIG SEC (12") LED (YEL ARW)	EA	2
682	6005	VEH SIG SEC (12") LED (RED)	EA	9
682	6006	VEH SIG SEC (12") LED (RED ARW)	EA	1
682	6023	BACK PLATE (12") (3 SEC)	EA	9
682	6024	BACK PLATE (12") (4 SEC)	EA	1
684	6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	1400
684	6033	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	110
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3
6056	6001	PREFORMED IN-LANE(TRANS) RUMBLE STRIP	LF	40
6292	6001	RVDS(PRESENCE DETECTION ONLY)	EA	3
6292	6002	RVDS(ADVANCE DETECTION ONLY)	EA	2

Texas Department of Transportation

HAYS COUNTY

WSB & ASSOCIATES, INC.
FIRM # 16849

US 290 AT
TRAUTWEIN ROAD

SUMMARY OF
QUANTITES

DATE: 11/26/2019			SHEET 1 OF 1
STATE	STATE DIST. NO.		COUNTY
TEXAS	AUS		HAYS
CONT.	SECT.	JOB	HIGHWAY NO.	SHEET NO.
0113	07	076	US 290	3

Filename: ...\Plan\014794-000*QTY01*T.dgn
Date: 11/26/2019

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	POST TYPE FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	POSTS 1 or 2	ANCHOR TYPE UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	MOUNTING DESIGNATION PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	BRIDGE MOUNT CLEARANCE SIGNS (See Note 2) TY = TYPE TY N TY S
2	1	W3-3		48X48	X		10BWG	1	SA	T		
2	2	W3-3		48X48	X		10BWG	1	SA	T		
2	3	W3-3		30X30	X		10BWG	1	SA	P		

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

DISCLAIMER:
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.

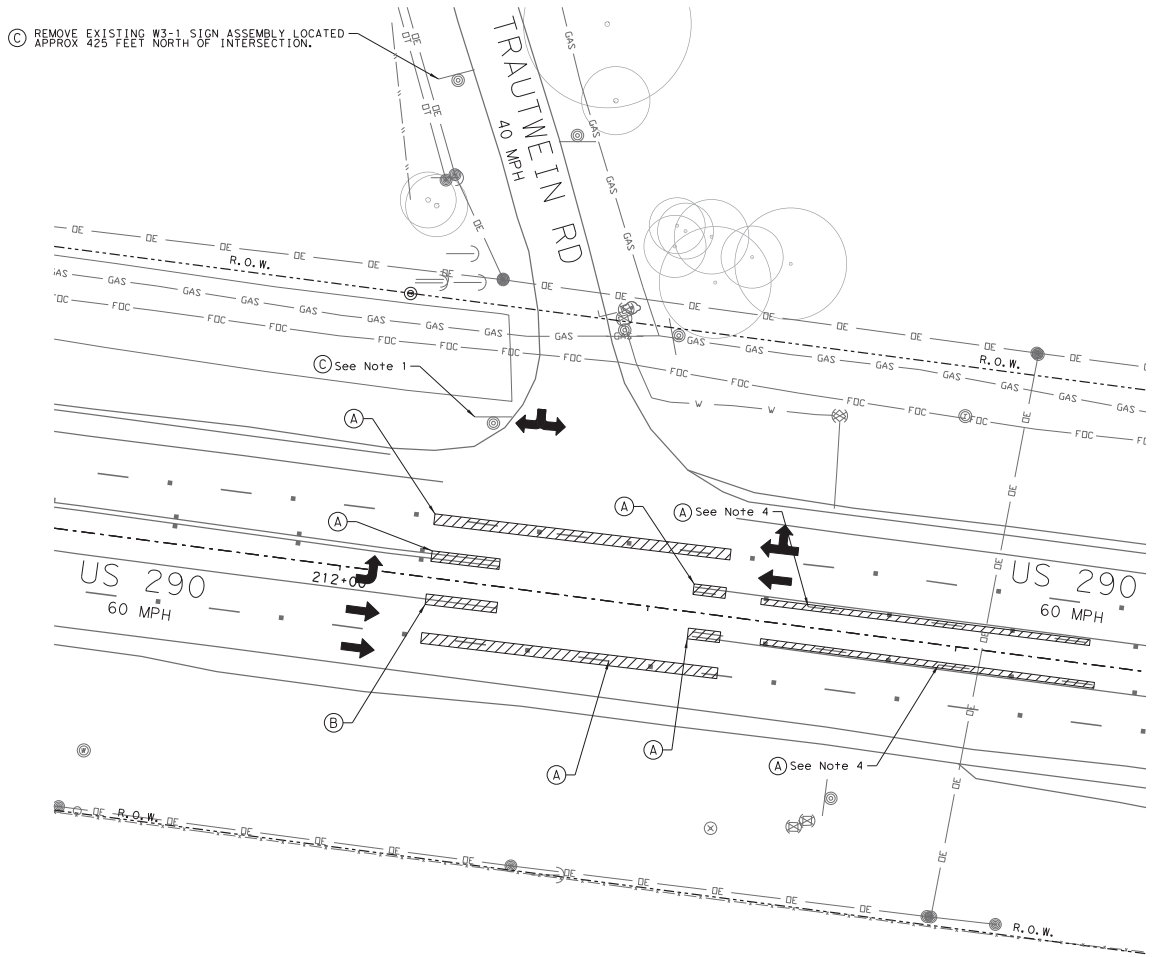
Texas Department of Transportation

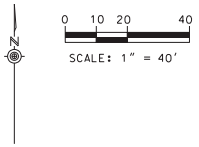
Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE:	DN:	CK:	DW:	CK:
©TxDOT May 1987 REVISIONS	CONT	SECT	JOB	HIGHWAY
	0113	07	076	US 290
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		4





LEGEND

PAVEMENT MARKING REMOVAL AREA

TRAFFIC FLOW ARROW

NOTES:
1. CONTRACTOR TO REMOVE EXISTING STOP SIGN ONCE TRAFFIC SIGNAL IS OPERATIONAL.
2. CONTRACTOR TO REMOVE EXISTING PAVEMENT MARKINGS USING WATER BLAST AND PAINT WITH BLACK PAINT.
3. REMOVAL OF RPMS IS SUBSIDIARY TO ITEM 677.
4. CONTRACTOR TO REMOVE INSIDE YELLOW BROKEN LINE AND RPMS ONLY.

PAVEMENT MARKING REMOVAL NOTES		
Ⓐ	ELIM EXT PAV MRK & MRKS (4") (677-6001)	(210 LF)
Ⓑ	ELIM EXT PAV MRK & MRKS (8") (677-6003)	(25 LF)

EXISTING SIGN REMOVAL NOTES		
Ⓒ	REMOVE SM RD SN SUP&AM (644-6076)	(2 EA)

STATE OF TEXAS
OMAR VENZOR
116539
LICENSED PROFESSIONAL ENGINEER

12/13/2019

Texas Department of Transportation

HAYS COUNTY

WSB & ASSOCIATES, INC.
FIRM # 16849

US 290 AT TRAUTWEIN ROAD

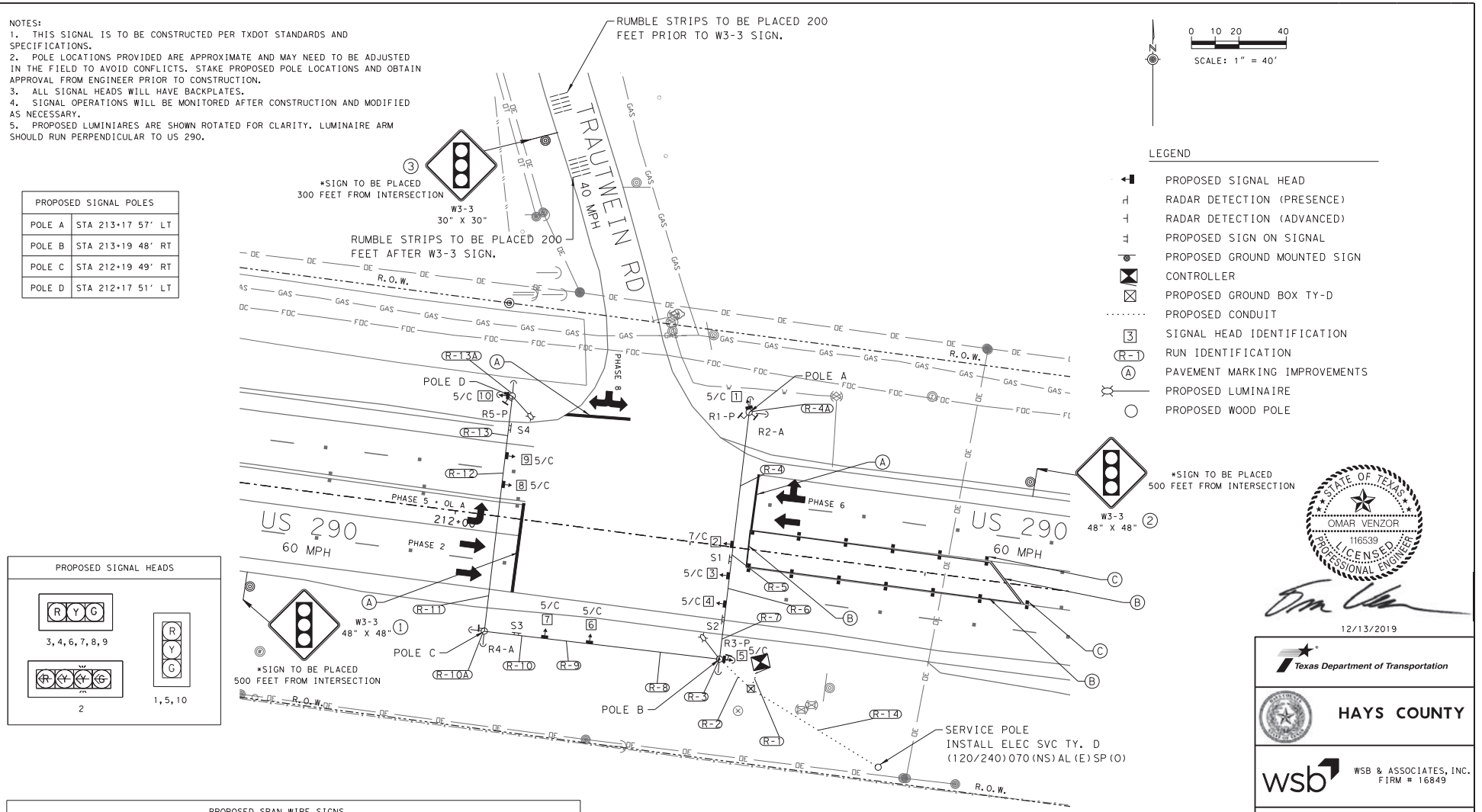
EXISTING CONDITIONS & REMOVAL

DATE: 12/13/2019			SHEET 1 OF 4
STATE	STATE DIST. NO.		COUNTY
TEXAS	AUS		HAYS
CONT.	SECT.	JOB	HIGHWAY NO.	SHEET NO.
0113	07	076	US 290	5

Filename: ...\Plan\014794-000*Existing.dgn
Date: 12/13/2019

NOTES:
1. THIS SIGNAL IS TO BE CONSTRUCTED PER TXDOT STANDARDS AND SPECIFICATIONS.
2. POLE LOCATIONS PROVIDED ARE APPROXIMATE AND MAY NEED TO BE ADJUSTED IN THE FIELD TO AVOID CONFLICTS. STAKE PROPOSED POLE LOCATIONS AND OBTAIN APPROVAL FROM ENGINEER PRIOR TO CONSTRUCTION.
3. ALL SIGNAL HEADS WILL HAVE BACKPLATES.
4. SIGNAL OPERATIONS WILL BE MONITORED AFTER CONSTRUCTION AND MODIFIED AS NECESSARY.
5. PROPOSED LUMINIARES ARE SHOWN ROTATED FOR CLARITY. LUMINAIRE ARM SHOULD RUN PERPENDICULAR TO US 290.

PROPOSED SIGNAL POLES	
POLE A	STA 213+17 57' LT
POLE B	STA 213+19 48' RT
POLE C	STA 212+19 49' RT
POLE D	STA 212+17 51' LT



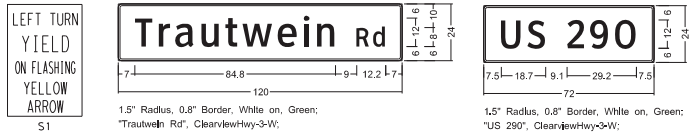
0 10 20 40
SCALE: 1" = 40'

LEGEND

- PROPOSED SIGNAL HEAD
- RADAR DETECTION (PRESENCE)
- RADAR DETECTION (ADVANCED)
- PROPOSED SIGN ON SIGNAL
- PROPOSED GROUND MOUNTED SIGN
- CONTROLLER
- PROPOSED GROUND BOX TY-D
- PROPOSED CONDUIT
- SIGNAL HEAD IDENTIFICATION
- RUN IDENTIFICATION
- PAVEMENT MARKING IMPROVEMENTS
- PROPOSED LUMINAIRE
- PROPOSED WOOD POLE

PROPOSED SIGNAL HEADS

PROPOSED SPAN WIRE SIGNS



1.5" Radius, 0.8" Border, White on, Green; "Trautwein Rd", ClearviewHwy-3-W;

1.5" Radius, 0.8" Border, White on, Green; "US 290", ClearviewHwy-3-W;

PROPOSED MARKING NOTES		
(A)	REFL PAV MRK TY I (W)24"(SLD)(090MIL) (666-6047)	(90 LF)
(B)	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL) (666-6314)	(291 LF)
(C)	REFL PAV MRKR TY II-A-A (672-6009)	(26 EA)

STATE OF TEXAS
OMAR VENZOR
116539
LICENSED PROFESSIONAL ENGINEER

12/13/2019

Texas Department of Transportation

HAYS COUNTY

WSB & ASSOCIATES, INC.
FIRM # 16849

US 290 AT TRAUTWEIN ROAD

PROPOSED SIGNAL LAYOUT

DATE: 12/13/2019			SHEET 2 OF 4
STATE	STATE DIST. NO.		COUNTY
TEXAS	AUS		HAYS
CONT.	SECT.	JOB	HIGHWAY NO.	SHEET NO.
0113	07	076	US 290	6

Filename: ...\Cad\Plan\014794-000*Signal.dgn
Date: 12/13/2019

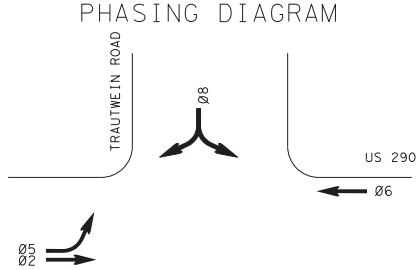
SUMMARY OF CONDUITS AND CABLES US 290 & TRAUTWEIN ROAD

	CONDUIT					MESSENGER CABLE		SIGNAL			LUMINARE	GROUND	POWER	GROUND
	RM/ RISER		PVC/ TRENCH		LENGTH (FT)	1/4" SWAY	3/8" SPAN	5/C #14 AWG	7/C #14 AWG	RADAR	#8 AWG (INS)	#8 AWG (BARE)	#6 AWG (INS)	#6 AWG (BARE)
	2"	3"	2"	3"										
R- 1			2	1	15			9	1	5		2	2	1
R- 2			2	1	20			9	1	5	4	2		1
R- 3	2	1			20			9	1	5	4			1
R- 4					60	1	1	1		2				
R- 4A					20									1
R- 5					15	1	1	1	1	2				
R- 6					15	1	1	2	1	2				
R- 7					25	1	1	3	1	2				
R- 8					55	1	1	5		2	2			
R- 9					20	1	1	4		2	2			
R- 10					30	1	1	3		2	2			
R- 10A					20									1
R- 11					65	1	1	3		1	2			
R- 12					15	1	1	2		1	2			
R- 13					25	1	1	1		1	2			
R- 13A					20									1
R- 14			2		65						4	1	2	1
TOTAL	40	20	200	35		325	325	1370	110	820	840	135	160	180

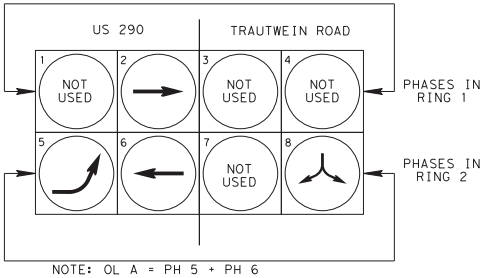
CABLE TERMINATION CHART

CNDR. NO.	CNDR. COLOR	CABLE 1 SH 1 TO CNTRL 5 CNDR	CABLE 2 SH 2 TO CNTRL 7 CNDR	CABLE 3 SH 3 TO CNTRL 5 CNDR	CABLE 4 SH 4 TO CNTRL 5 CNDR	CABLE 5 SH 5 TO CNTRL 5 CNDR	CABLE 6 SH 6 TO CNTRL 5 CNDR	CABLE 7 SH 7 TO CNTRL 5 CNDR	CABLE 8 SH 8 TO CNTRL 5 CNDR	CABLE 9 SH 9 TO CNTRL 5 CNDR	CABLE 10 SH 10 TO CNTRL 5 CNDR
1	BLACK	SH 1 Y PHASE 8	SH 2 Y ARW PHASE 5	SH 3 Y PHASE 2	SH 4 Y PHASE 2	SH 5 Y PHASE 8	SH 6 Y PHASE 8	SH 7 Y PHASE 8	SH 8 Y PHASE 6	SH 9 Y PHASE 6	SH 10 Y PHASE 2
2	WHITE	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON	SIGNAL COMMON
3	RED	SH 1 R PHASE 8	SH 2 R ARW PHASE 5	SH 3 R PHASE 2	SH 4 R PHASE 2	SH 5 R PHASE 8	SH 6 R PHASE 8	SH 7 R PHASE 8	SH 8 R PHASE 6	SH 9 R PHASE 6	SH 10 R PHASE 2
4	GREEN	SH 1 G PHASE 8	SH 2 G ARW PHASE 5	SH 3 G PHASE 2	SH 4 G PHASE 2	SH 5 G PHASE 8	SH 6 G PHASE 8	SH 7 G PHASE 8	SH 8 G PHASE 6	SH 9 G PHASE 6	SH 10 G PHASE 2
5	ORANGE	SPARE	SH 2 FY ARW PHASE 5	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE	SPARE
6	BLUE		SPARE								
7	WHITE/ BLACK		SPARE								

PHASING DIAGRAM

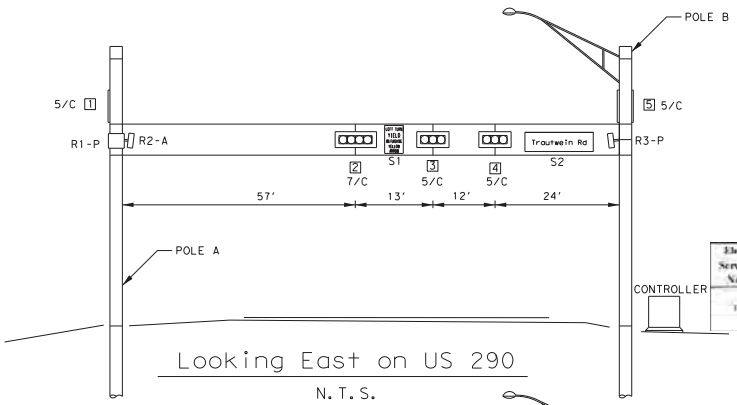


ORIENTATION VIEW



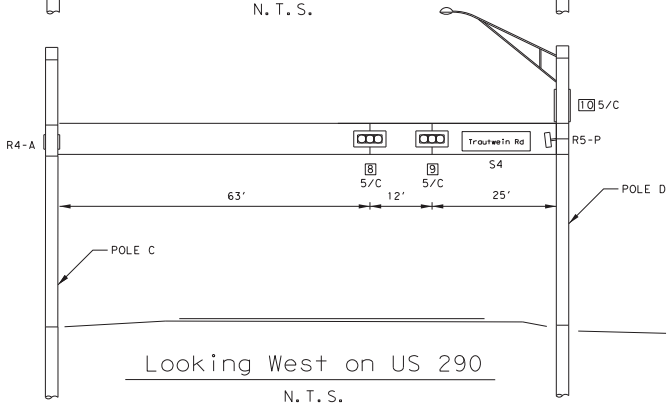
NOTE: OL A = PH 5 + PH 6

Elec. Service No.	Sheet No.	Electrical Service Description (see ED (5) - 14)	Service Conduit Size	Service Conductors No./Size	Safety Switch Amps	Main Ckt. Bkr. Pole/Amp	Two Pole Contactor Amps	Panelbd/ Loadcenter Amp Rating	Circuit No.	Branch Ckt. Bkr. Pole/Amps	Branch Circuit Amps	KVA Load
1		ELEC SERVICE TYPE D(120/240)070(SS)/AL(E)SP(O)	2	3/0	N/A	2P/80	N/A	100	A - SIGNAL	1P/20	40	0.0
									B - ILLUM	2P/15	5	



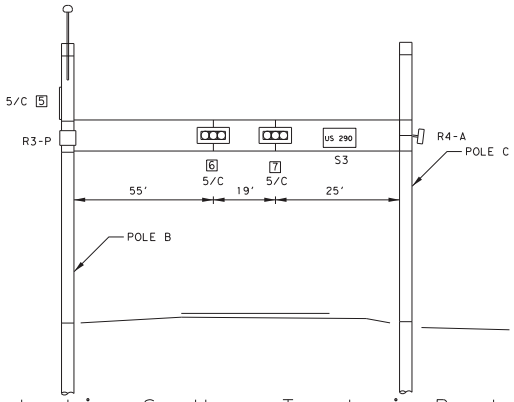
Looking East on US 290

N.T.S.



Looking West on US 290

N.T.S.



Looking South on Trautwein Road

N.T.S.

ALONG POLES*	2" RM/ RISER (FT)	5/C #14 AWG (FT)	#8 AWG (INS) (FT)
A	10	10	
B	10	10	40
C			
D	10	10	20
TOTAL	30	30	60

*ADDITIONAL CONDUIT/CONDUCTORS FOR SUPPLEMENTAL SIGNAL HEAD AND ILLUMINATION

STATE OF TEXAS
OMAR VENZOR
116539
LICENSED PROFESSIONAL ENGINEER

12/13/2019

Texas Department of Transportation

HAYS COUNTY

WSB & ASSOCIATES, INC.
FIRM # 16849

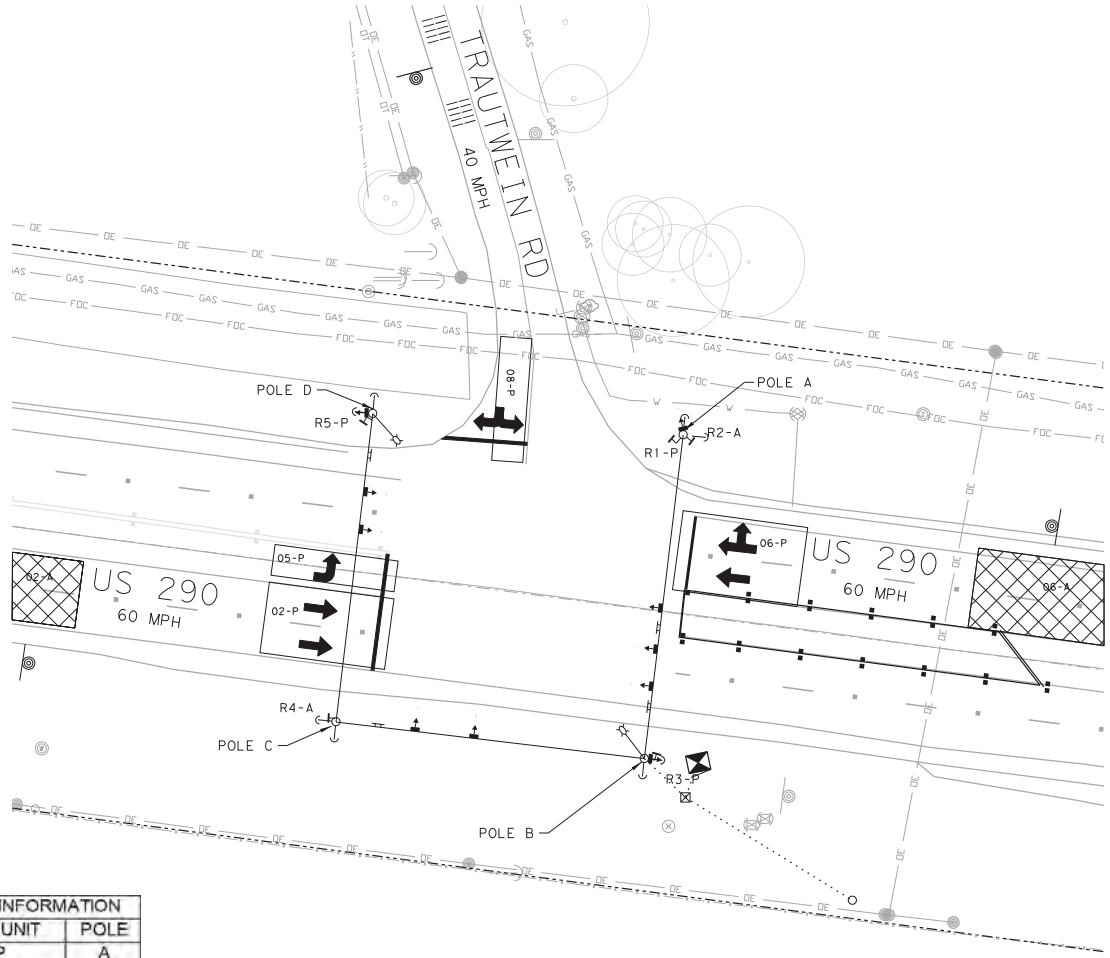
US 290 AT TRAUTWEIN ROAD

ELECTRICAL WIRING & PHASING

DATE: 12/13/2019			SHEET 3 OF 4
STATE	STATE DIST. NO.		COUNTY
TEXAS	AUS		HAYS
CONT.	SECT.	JOB	HIGHWAY NO.	SHEET NO.
0113	07	076	US 290	7

Filename: ...\014794-000*Signal-Details.dgn
Date: 12/13/2019

LOAD SWITCH INFORMATION		
LOAD SWITCH	PHASE/ OVERLAP	TYPE V P O
1	N/A	N/A
2	2	VEH
3	N/A	N/A
4	N/A	N/A
5	5	VEH
6	6	VEH
7	N/A	N/A
8	8	VEH
9	M	FYA
10	N	FYA
11	O	FYA
12	P	FYA
13	N/A	N/A
14	N/A	N/A
15	N/A	N/A
16	N/A	N/A



DETECTION ZONE INFORMATION		
ZONE	RADAR UNIT	POLE
08-P	R1-P	A
06-A	R2-A	A
06-P	R3-P	B
02-A	R4-A	C
02-P	R5-P	D
05-P	R5-P	D

N

0 10 20 40

SCALE: 1" = 40'

LEGEND

- PROPOSED SIGNAL HEAD
- RADAR DETECTION (PRESENCE)
- RADAR DETECTION (ADVANCED)
- PROPOSED SIGN ON SIGNAL
- PROPOSED GROUND MOUNTED SIGN
- CONTROLLER
- PROPOSED GROUND BOX TY-D
- PROPOSED CONDUIT
- SIGNAL HEAD IDENTIFICATION
- RUN IDENTIFICATION
- PAVEMENT MARKING IMPROVEMENTS
- PROPOSED LUMINAIRE
- PROPOSED WOOD POLE

STATE OF TEXAS
OMAR VENZOR
116539
LICENSED PROFESSIONAL ENGINEER

12/13/2019

Texas Department of Transportation

HAYS COUNTY

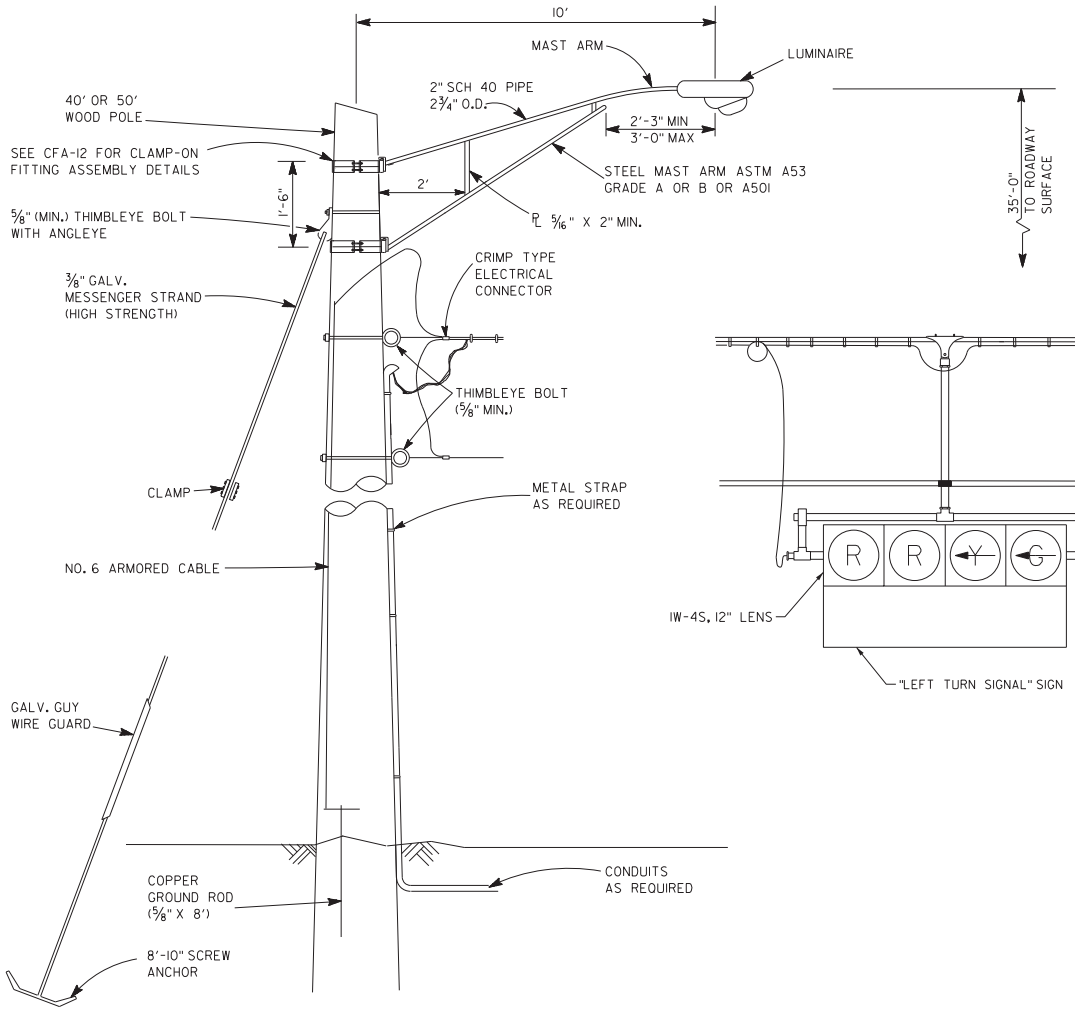
WSB & ASSOCIATES, INC.
FIRM # 16849

US 290 AT TRAUTWEIN ROAD

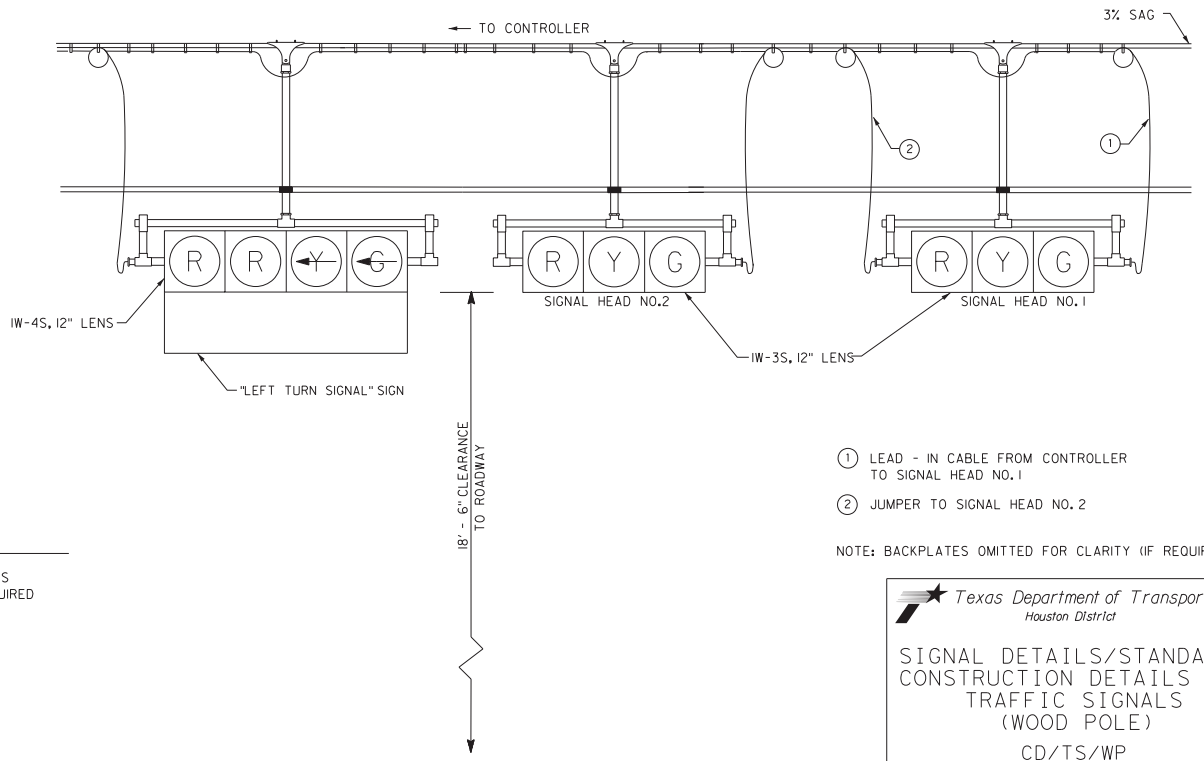
LOAD SWITCH & RADAR INFORMATION

DATE: 12/13/2019			SHEET 4 OF 4	
STATE		STATE DIST. NO.		COUNTY
TEXAS		AUS		HAYS
CONT.	SECT.	JOB	HIGHWAY NO.	SHEET NO.
0113	07	076	US 290	8

Filename: ...\014794-000*Signal-Radar.dgn
Date: 12/13/2019



NOTE: THE CONTRACTOR SHALL COIL ON THE SPAN WIRE A SUFFICIENT LENGTH OF SIGNAL CABLE FOR ADJUSTING SIGNAL HEADS DURING THE VARIOUS PHASES OF CONSTRUCTION.



NOTES:

1. WRAP SIGNAL HEADS WITH DARK PLASTIC OR SUITABLE MATERIAL TO CONCEAL THE SIGNAL FACES FROM THE TIME OF INSTALLATION UNTIL PLACING INTO OPERATION.
2. INSTALL GROUNDING BUSHINGS ON THE ENDS OF UNDERGROUND RIGID METAL CONDUITS. GROUND AND BOND CONDUITS, POLES, AND CONTROLLERS TO THE NEAREST GROUND ROD USING SOFT BARE NO. 6 COPPER WIRE.
3. FURNISH HIGH STRENGTH GALVANIZED SPAN WIRE.
4. FURNISH MINIMUM 2 SIGNAL HEADS PER APPROACH.
5. FURNISH LEFT TURN SIGNAL HEAD WHEN REQUIRED.
6. FOR TEMPORARY SIGNAL INSTALLATION, INSTALL A SEPARATE POWER SOURCE, IF REQUIRED.
7. FOR TEMPORARY SIGNAL INSTALLATION, INSTALL LUMINAIRES ON WOOD SIGNAL POLES, IF REQUIRED. CONSTRUCT STEEL UPSWEEP MAST ARM FOR WOOD POLE MOUNTING OF 2 IN. PIPE WITH SLIPFITTER MOUNTING OF THE LUMINAIRE.
8. FOR TEMPORARY SIGNAL INSTALLATION, COIL A SUFFICIENT LENGTH OF SIGNAL CABLE ON THE SPAN WIRE FOR ADJUSTING SIGNAL HEADS DURING THE VARIOUS PHASES OF CONSTRUCTION.

(1) LEAD - IN CABLE FROM CONTROLLER TO SIGNAL HEAD NO. 1

(2) JUMPER TO SIGNAL HEAD NO. 2

NOTE: BACKPLATES OMITTED FOR CLARITY (IF REQUIRED)

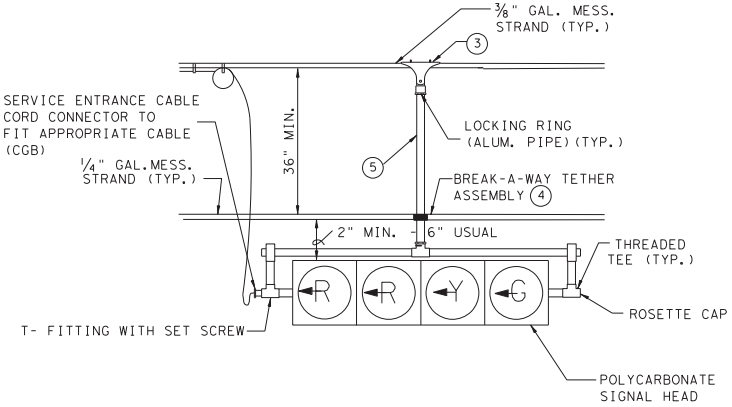
Texas Department of Transportation
Houston District

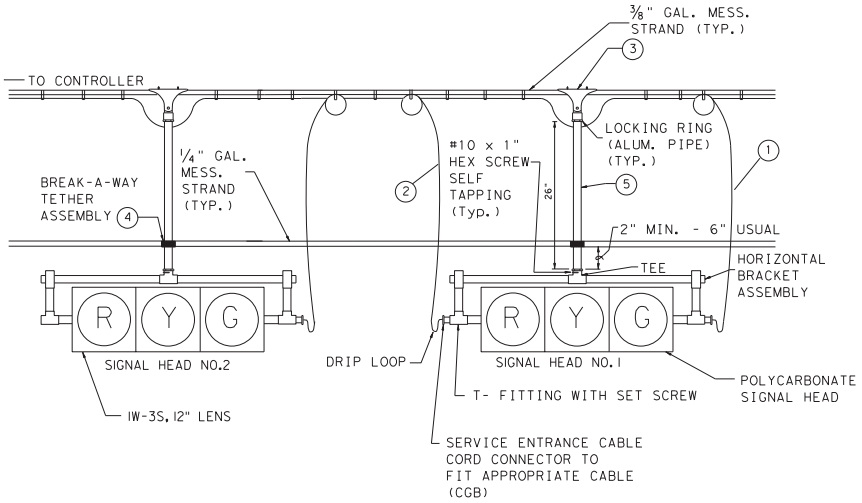
SIGNAL DETAILS/STANDARDS CONSTRUCTION DETAILS FOR TRAFFIC SIGNALS (WOOD POLE)

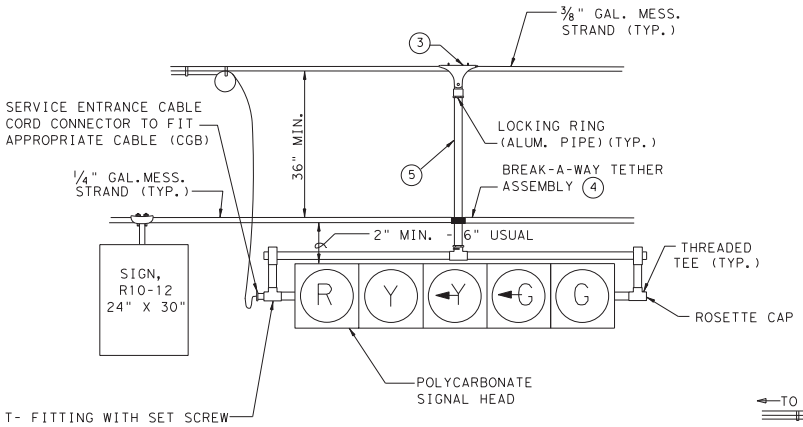
CD/TS/WP

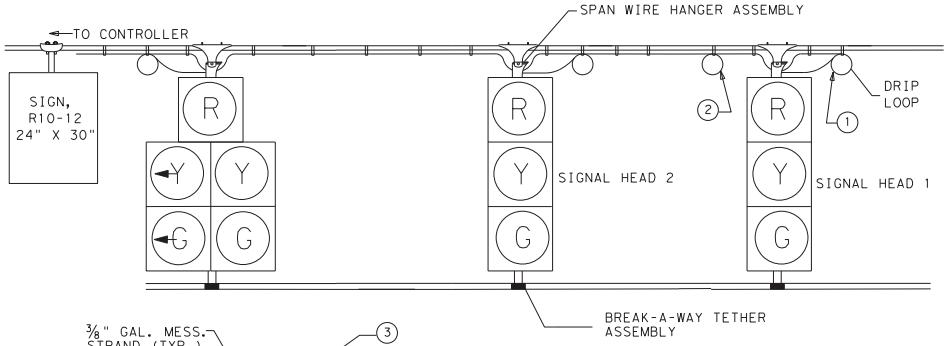
FILE:	DN:	CK:	DW:	CK:
© TxDOT 2008	DIST	FED REG	PROJECT NO.	SHEET
REVISIONS 03-07 05-08 8-12	HOU	6		9
	COUNTY	CONTROL	SECT	JOB	HIGHWAY

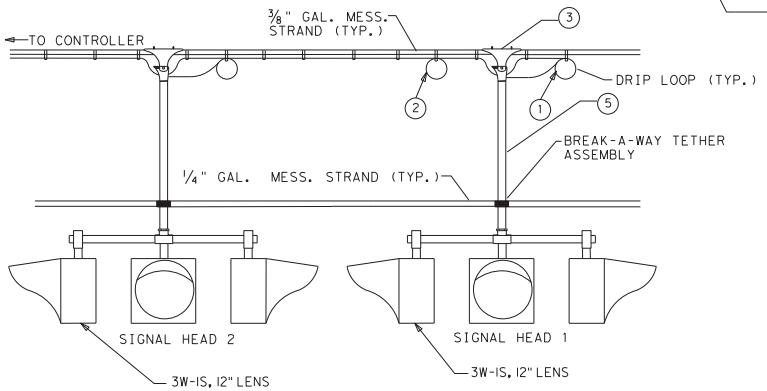
STD-M10











1. LEAD - IN CABLE FROM CONTROLLER TO SIGNAL HEAD NO. 1
2. JUMPER TO SIGNAL HEAD NO. 2
3. CAST ALUMINUM SPAN WIRE CLAMP AND FEMALE CLEVIS ADAPTER (ALUMINUM PIPE) OR CAST ALUMINUM SPAN WIRE CLAMP TO ACCOMMODATE ADJUSTABLE HANGER BRACKET. SECURE CLEVIS PIN WITH A WASHER (BOTH ENDS) AND HUMP BACK COTTER PIN. DRILL CLEVIS PIN OPENINGS AND FIT WITH A SPLIT BUSHING. CLEVIS PIN, WASHER, COTTER PIN, AND SPLIT BUSHING TO BE STAINLESS STEEL.
4. INSTALL TETHER CABLE ON BACK SIDE OF PIPE OR ADJUSTABLE BRACKET.
5. 1 1/2" ALUM. PIPE (TYP.) OR ALUM. ADJUSTABLE HANGER BRACKET W/BREAKWAY TETHER ASSEMBLY

NOTE: BACKPLATES OMITTED FOR CLARITY

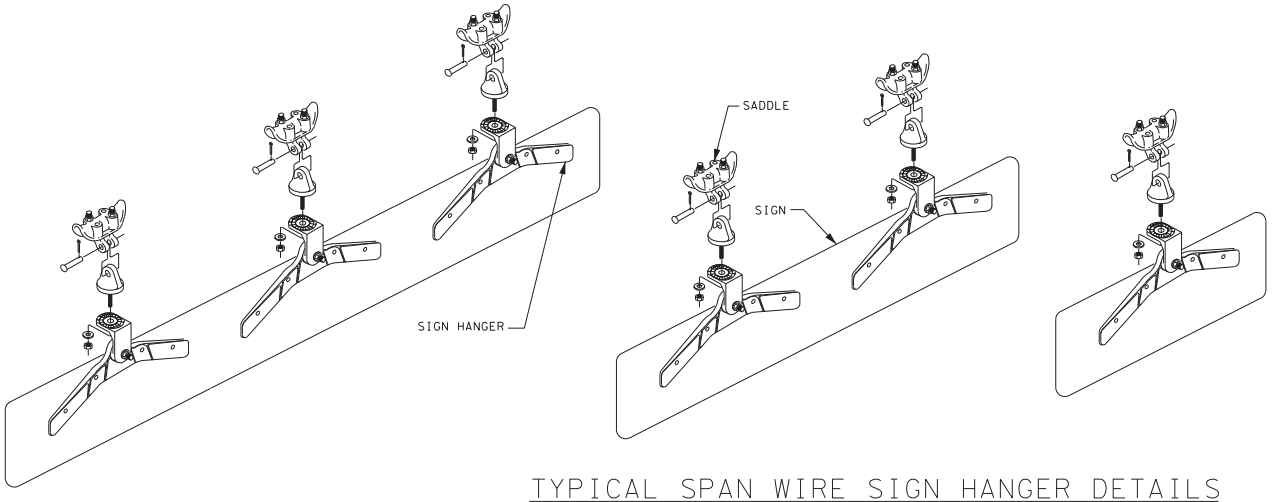
Texas Department of Transportation
Houston District

SIGNAL DETAILS/STANDARDS
SIGNAL HEAD SPAN WIRE MOUNT DETAILS

SHS/WMD

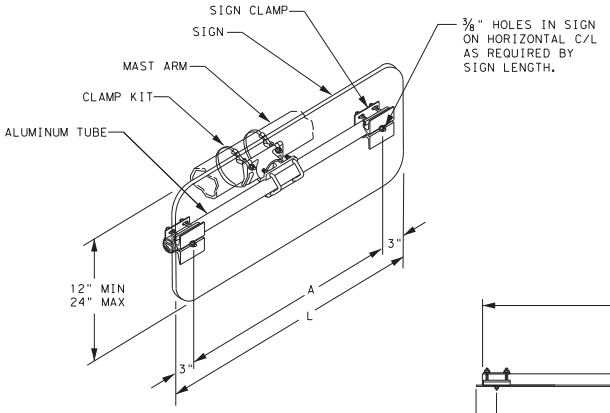
FILE:	DN:	CK:	DW:	CK:
©TxDOT 2004	DIST	FED REG	PROJECT NO.	SHEET
REVISIONS 12-04 08-12 11-16	HOU	6		10
	COUNTY	CONTROL	SECT	JOB	HIGHWAY

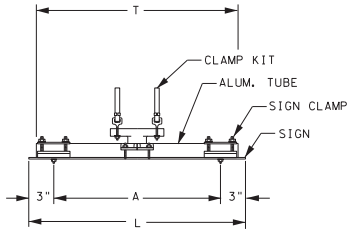
STD-M11

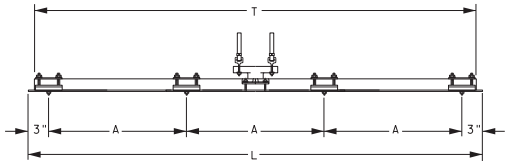


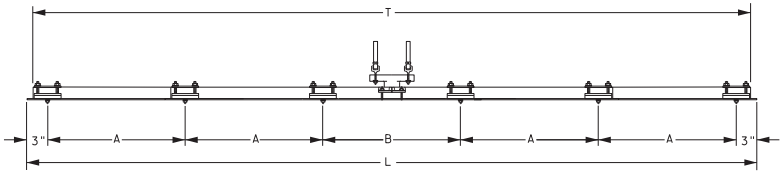
1. USE PELCO PARTS OR APPROVED EQUAL.
2. FURNISH HARDWARE FOR A COMPLETE INSTALLATION.
3. ATTACH THE 90 LB SPAN WIRE CLAMPS (SADDLES) TO TETHERS (SWAY CABLES).
4. FURNISH 1 ADJUSTABLE FREE SWINGING SIGN HANGER PER STREET NAME SIGN SMALLER THAN 3 FT. - 0 IN. SIGNS 3 FT - 0 IN. TO 6 FT.- 0 IN. REQUIRE 2 HANGERS. SIGNS LARGER THAN 6 FT. - 0 IN. REQUIRE 3 HANGERS.

TYPICAL SPAN WIRE SIGN HANGER DETAILS









SIGNS (1'-6" to 3'-0" Long)

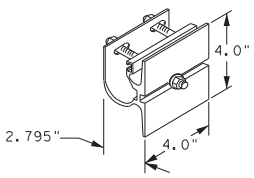
SIGN LENGTH (L)	TUBE LENGTH (T)	A
1'-6"	16"	12"
2'-0"	22"	18"
2'-6"	28"	24"
3'-0"	34"	30"

SIGNS (3'-6" to 8'-0" Long)

SIGN LENGTH (L)	TUBE LENGTH (T)	A
3'-6"	40"	12"
4'-0"	46"	14"
4'-6"	52"	16"
5'-0"	58"	18"
5'-6"	64"	20"
6'-0"	70"	22"
6'-6"	76"	24"
7'-0"	82"	26"
7'-6"	88"	28"
8'-0"	94"	30"

SIGNS (8'-6" to 10'-0" Long)

SIGN LENGTH (L)	TUBE LENGTH (T)	A	B
8'-6"	100"	19"	20"
9'-0"	106"	20"	22"
9'-6"	112"	21"	24"
10'-0"	118"	22"	26"



SIGN CLAMP DETAIL

GUSSETED TUBE CROSS SECTION

TYPICAL MAST ARM SIGN MOUNT DETAILS

Texas Department of Transportation
Houston District

SIGNAL DETAILS/STANDARDS
OVERHEAD STREET NAME SIGN MOUNTING DETAILS

OSNS/MD

	DN:	CK:	DW:	CK:	
©TxDOT 2004	DIST	FED REG	PROJECT NO.		SHEET
	HOU	6			11
	COUNTY		CONTROL	SECT	JOB	HIGHWAY

STD-M12

FILE: Overhead-Sign-mount-det-sp04.dgn

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DATE: 11/18/2019 5:24:34 PM
FILE: K:\014794-000\Cad\Plan\Standards\1 - TRAFFIC\smdgen.dgn

SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

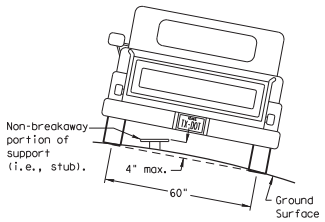
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

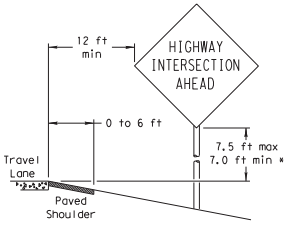
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

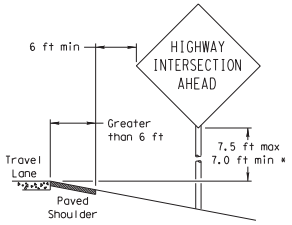
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

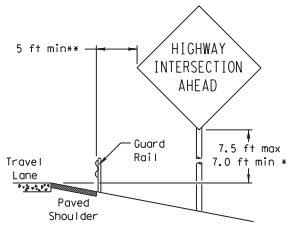
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



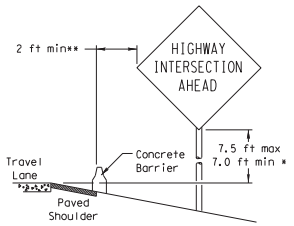
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



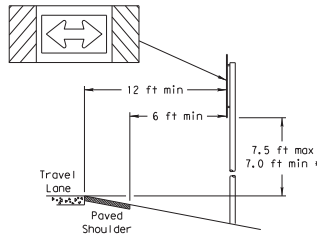
BEHIND GUARDRAIL



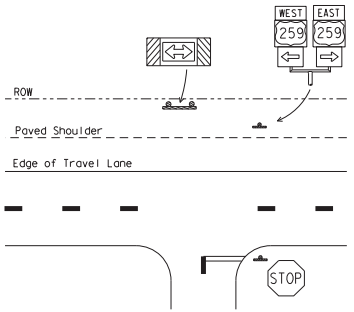
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

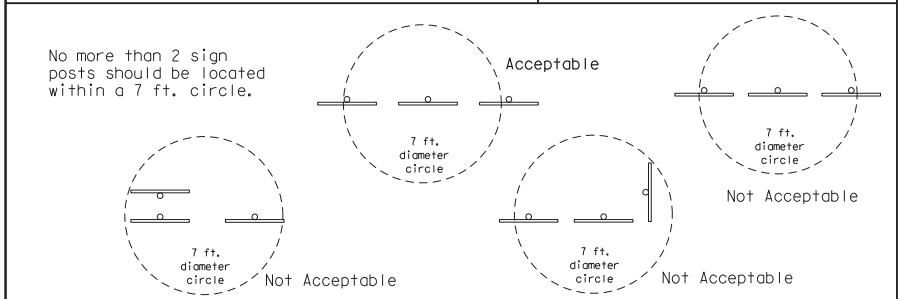
(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

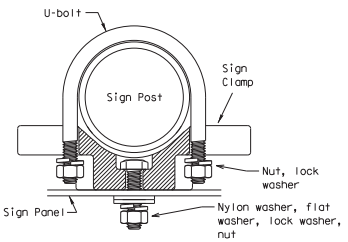
See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
http://www.txdot.gov/publications/traffic.htm



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

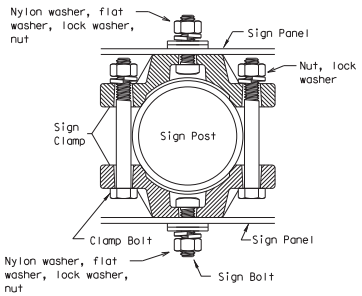


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

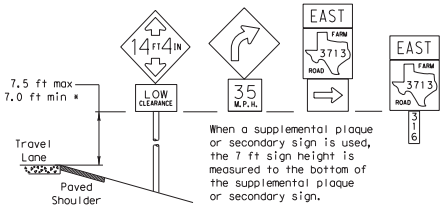
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



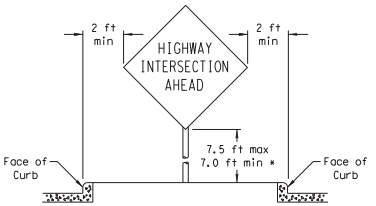
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



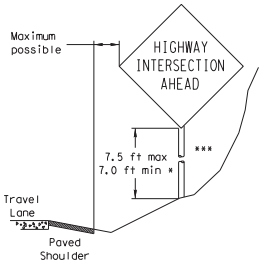
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08	CONT	SECT	JOB	HIGHWAY
	0113	07	076	US 290
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		12

26A

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DATE: 11/18/2019 5:24:35 PM
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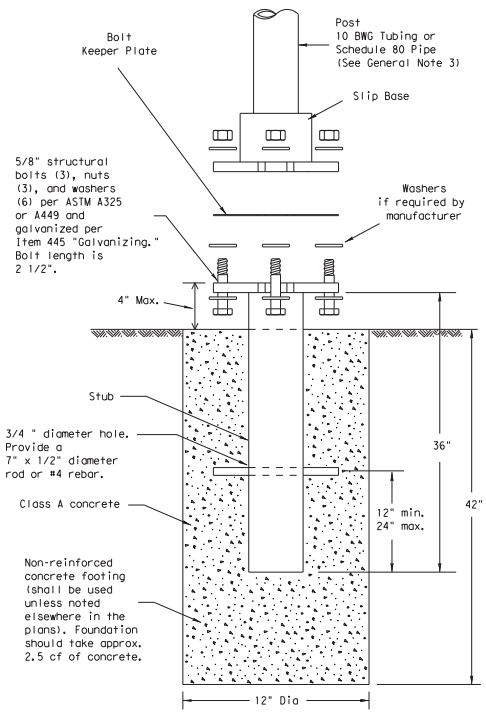
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems.
http://www.txdot.gov/business/producer_list.htm
The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

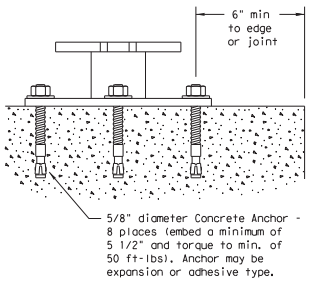
1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   0.134" nominal wall thickness
   Seamless or electric-resistance welded steel tubing or pipe
   Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   Other steels may be used if they meet the following:
   55,000 PSI minimum yield strength
   70,000 PSI minimum tensile strength
   20% minimum elongation in 2"
   Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
   Schedule 80 Pipe (2.875" outside diameter)
   0.276" nominal wall thickness
   Steel tubing per ASTM A500 Gr C
   Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
   46,000 PSI minimum yield strength
   62,000 PSI minimum tensile strength
   21% minimum elongation in 2"
   Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is:
   http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

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9-08 REVISIONS

CONT	SECT	JOB	HIGHWAY
0113	07	076	US 290
DIST	COUNTY		SHEET NO.
AUS	HAYS		13

26B

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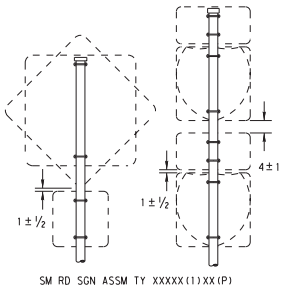

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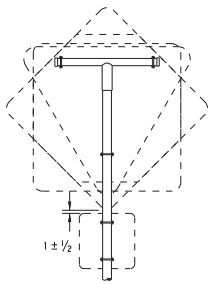

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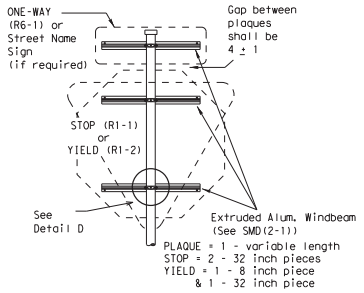

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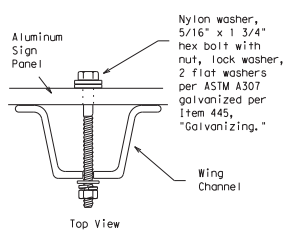
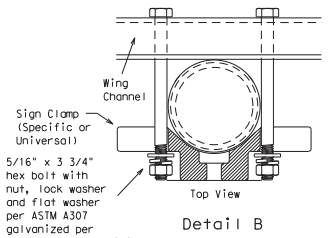
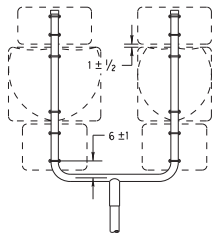


Detail A



Detail B



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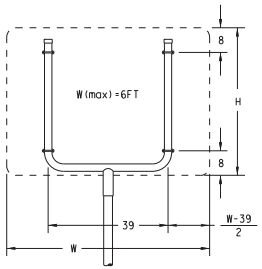

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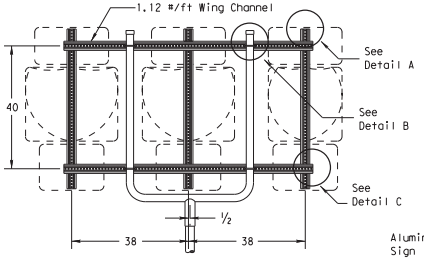
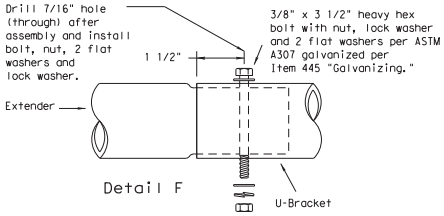
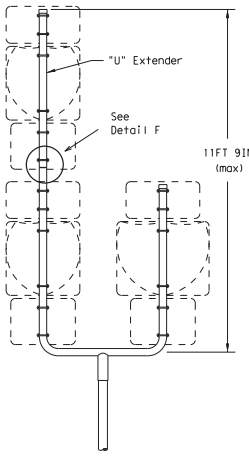


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)



Detail F

Splices shall only be allowed behind the sign substrate.



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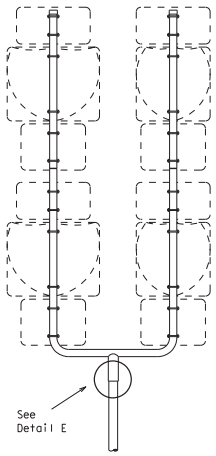

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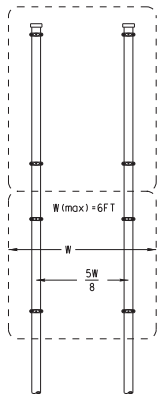

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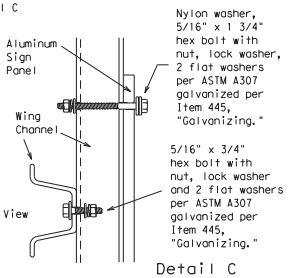
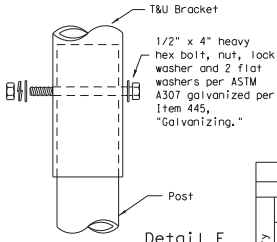
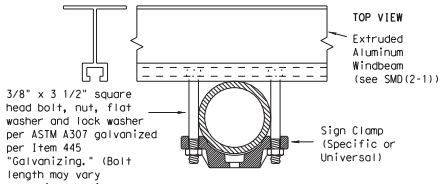


Detail C

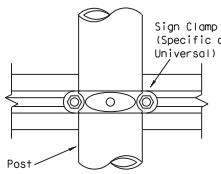
SIDE VIEW



Detail E



Detail D

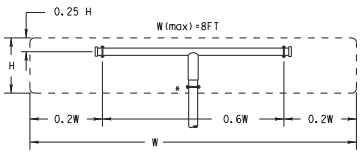


REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

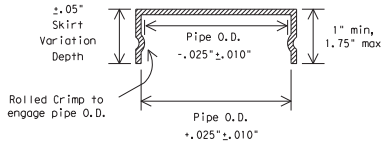
1. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
2. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
3. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
4. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
5. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
6. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
7. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
8. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
9. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
10. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
11. Post open ends shall be fitted with Friction Caps.
12. Sign blanks shall be the sizes and shapes shown on the plans.



SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

All dimensions are in english unless detailed otherwise.

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
9-08	CONT	SECT	JOB	HIGHWAY
	0113	07	076	US 290
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		14

26C

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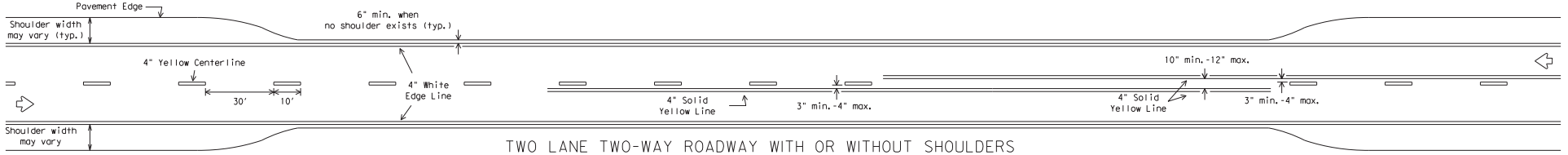
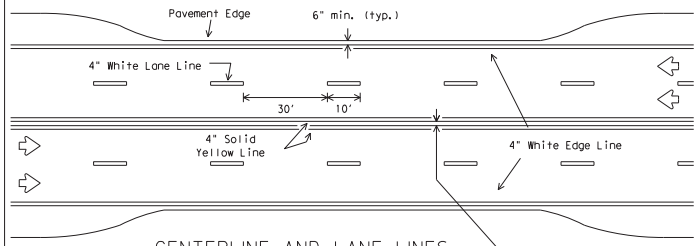
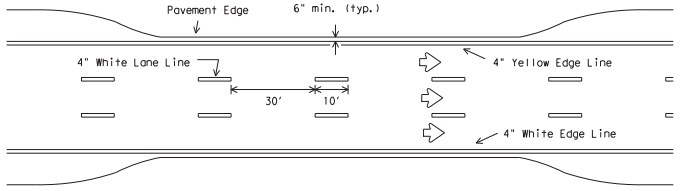


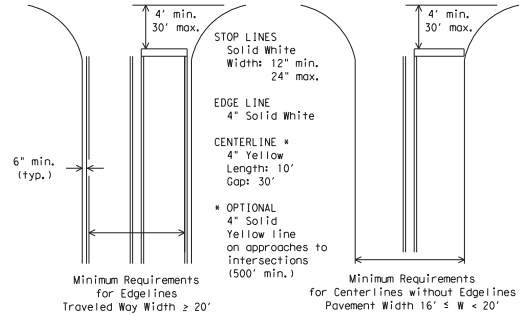
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

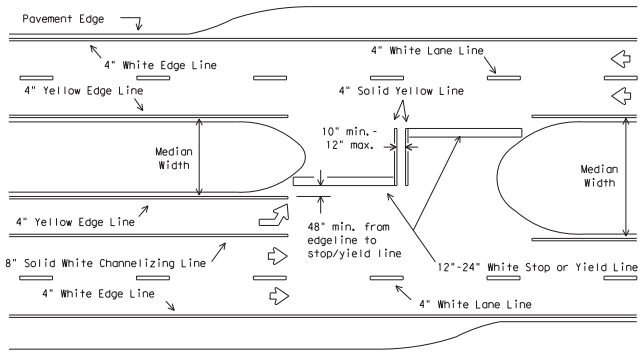


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



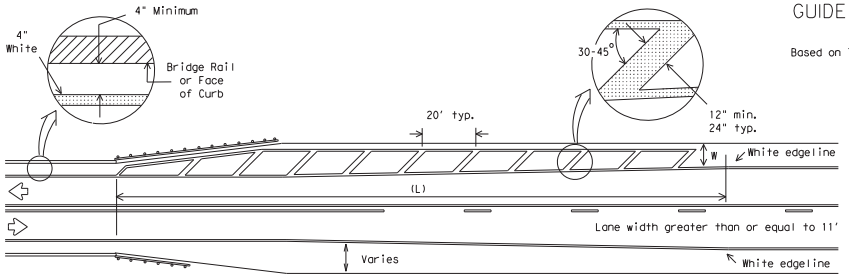
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the cross-hatching should be:

$L = 8 \times 70 = 560$ ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the cross-hatching should be:

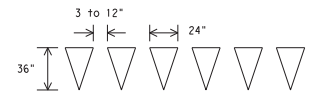
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

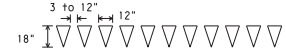
1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

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.



FOR POSTED SPEED ON ROAD BEING MARKED EQUAL TO OR GREATER THAN 45 MPH



FOR POSTED SPEED ON ROAD BEING MARKED EQUAL TO OR LESS THAN 40 MPH

YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12	0113	07	076	US 290
5-00	DIST	COUNTY		SHEET NO.
8-00	AUS	HAYS		15
3-03				
22A				

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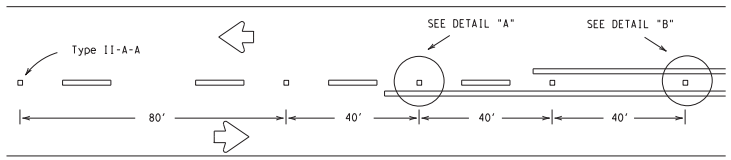
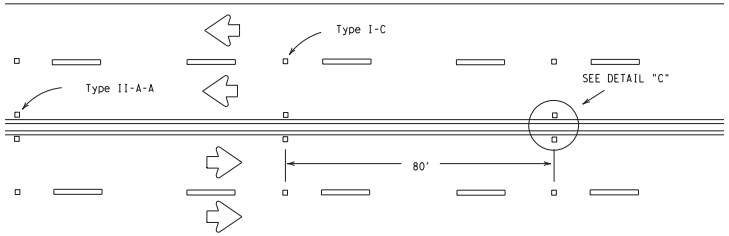
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

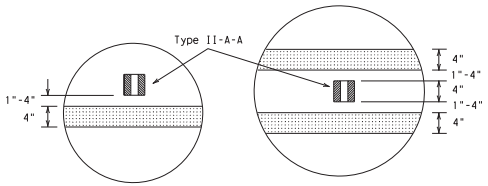


CENTERLINE FOR ALL TWO LANE ROADWAYS

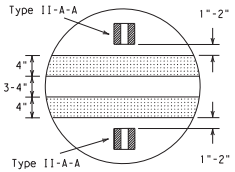


CENTERLINE & LANE LINES
FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



DETAIL "A" DETAIL "B"



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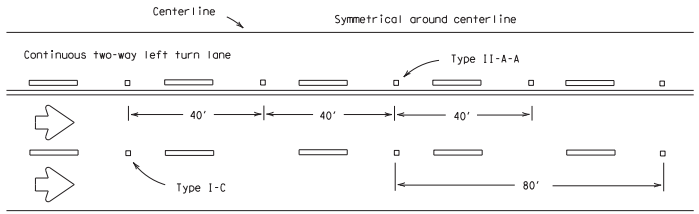
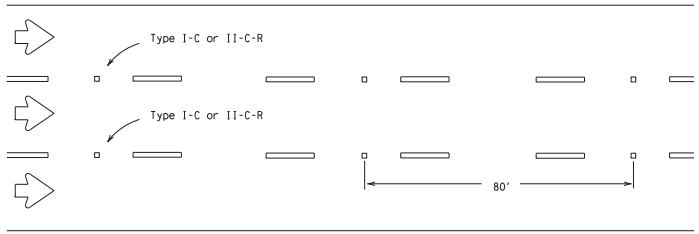
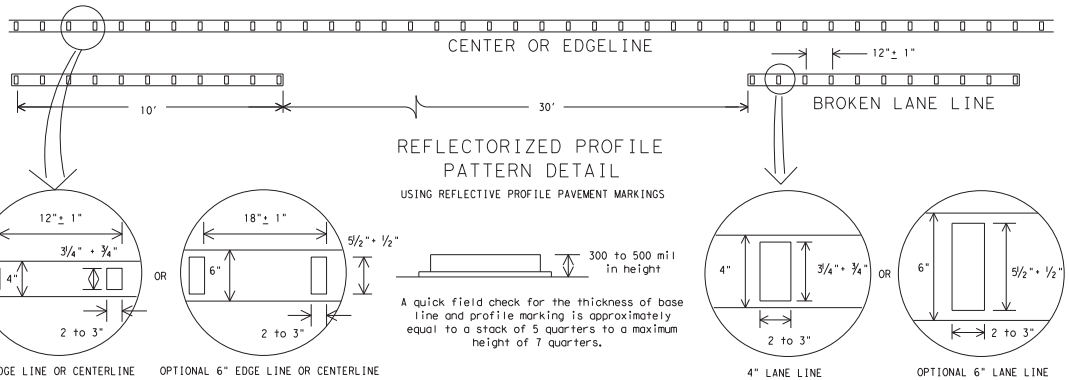


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



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.



4" EDGE LINE OR CENTERLINE — OPTIONAL 6" EDGE LINE OR CENTERLINE — 4" LANE LINE — OPTIONAL 6" LANE LINE

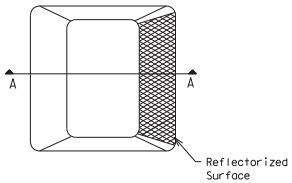
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

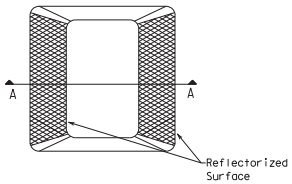
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

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

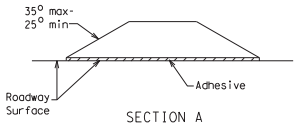
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS
PM(2)-12

© TxDOT April 1977

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
4-92 2-10	0113	07	076	US 290
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8-00	AUS	HAYS		16
2-08				
22B				

DATE: 11/18/2019 5:24:37 PM
FILE: K:\014794-000\Cad\Plan\Standards\1 - TRAFFIC\pm2-12.dgn

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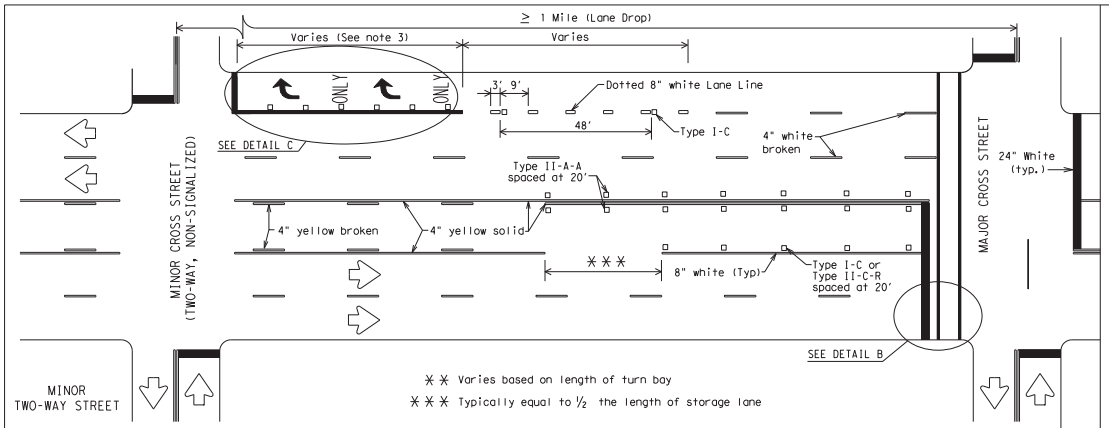
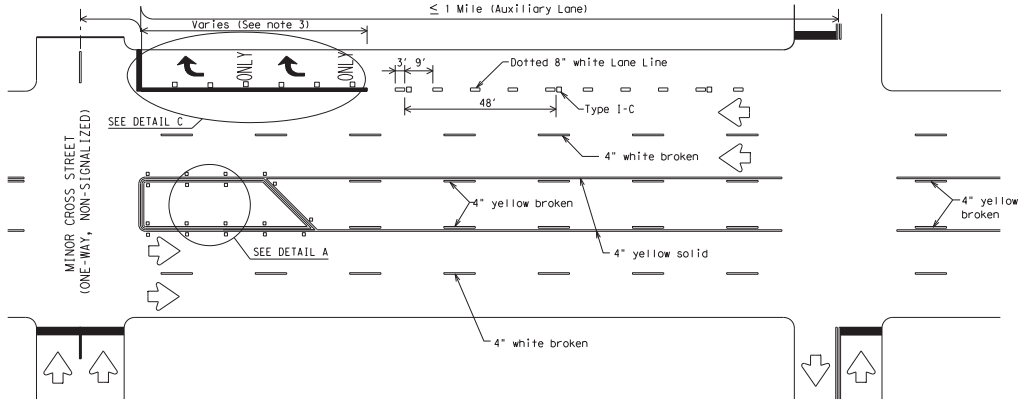
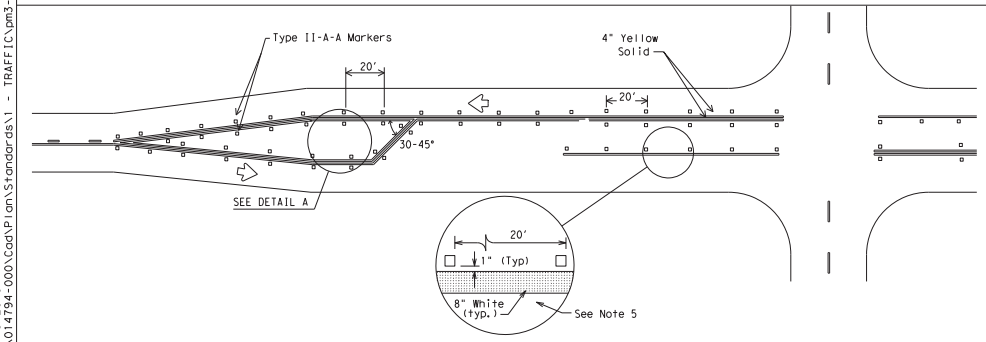


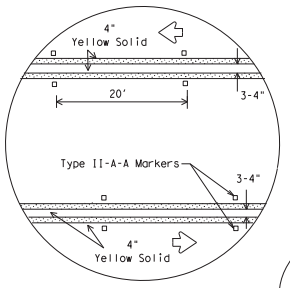
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



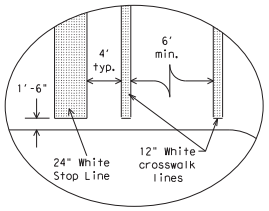
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

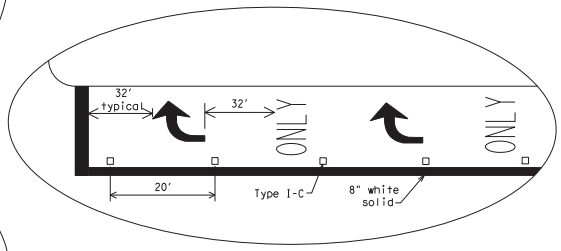


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

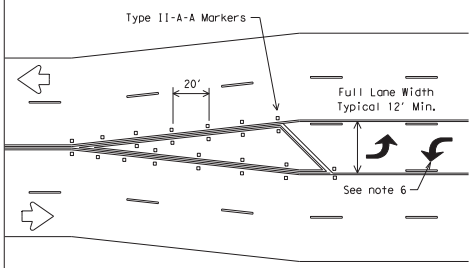
DETAIL B



DETAIL C

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.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. 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 as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word 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 and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) 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.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

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REVISIONS
5-00 2-12
8-00
3-03
2-10

CONT	SECT	JOB	HIGHWAY
0113	07	076	US 290
DIST	COUNTY		SHEET NO.
AUS	HAYS		17

22C

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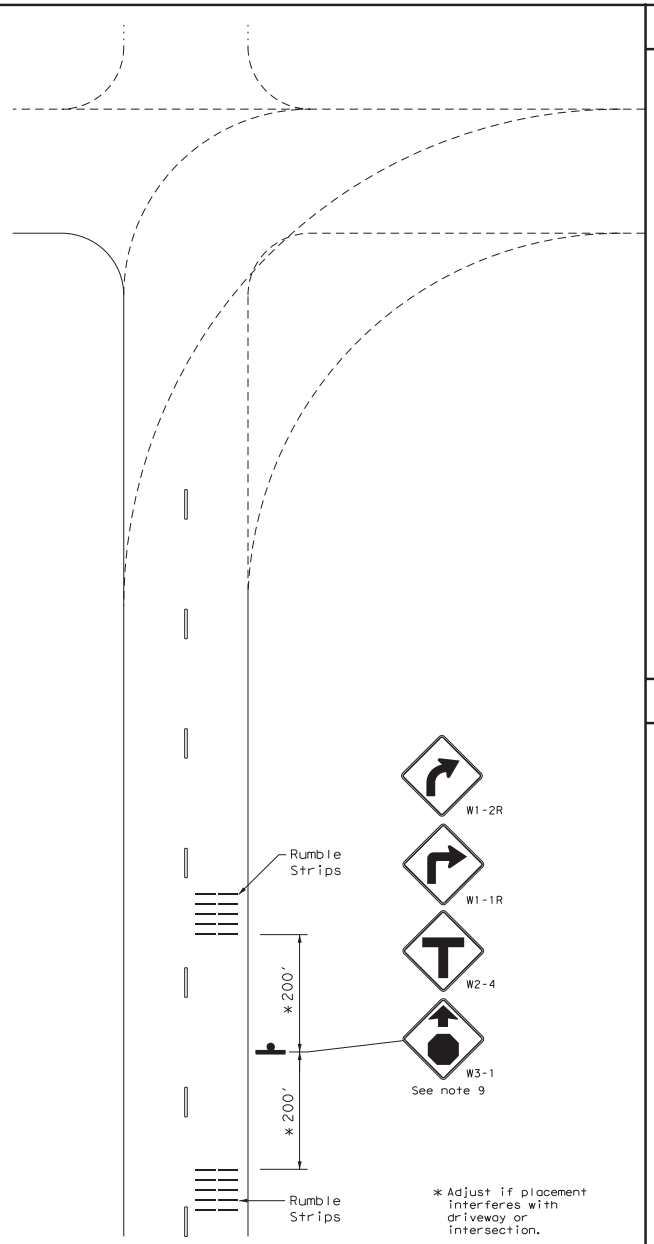
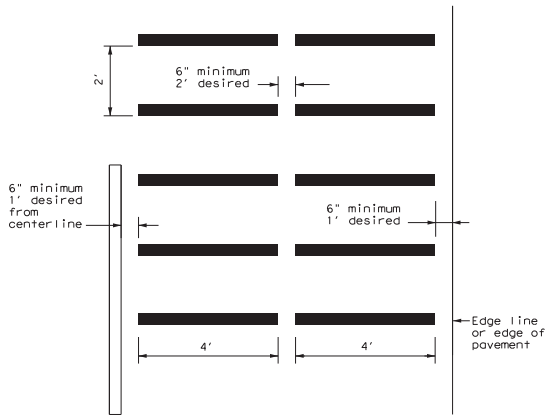
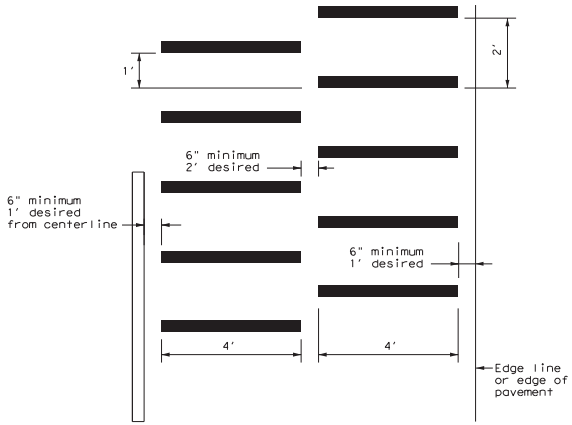


STANDARD PATTERN



ALTERNATIVE PATTERN



GENERAL NOTES

1. Transverse or in-lane rumble strips should only be used at high incident and special geometric locations. These special geometric locations may include: approaches to rural, high speed signalized or Stop -controlled intersections with sight restrictions and/or high crash rates, approaches to unexpected urban intersections, approaches to newly installed Stop or signalized controlled intersections, approaches to toll plazas, approaches to hazardous horizontal curves, and approaches to railroad grade crossings.
2. When used, the rumble strips shall be placed 200 feet prior to and after the placement of the warning device.
3. The use of rumble strips should not be widespread or used indiscriminately.
4. Preformed black raised rumble strips should be used. They should be installed in accordance with the manufacturer's recommendations.
5. A list of approved, preformed raised rumble strips can be obtained from the Traffic Operations Division.
6. Consideration should be given to noise levels when in -lane or transverse rumble strips are installed near residential areas, schools, churches, etc.
7. The use of the "Rumble Strips Ahead" sign may be used in advance of in -lane or transverse rumble strips, based on engineering judgement. This sign is typically not necessary for rumble strip installations built to the guidelines on this standard sheet. When used, this sign should be spaced in advance of the rumble strips based on the guidelines for advance placement of warning sign included in the "Texas Manual on Uniform Traffic Control Devices".

8. Consideration should be given to bicyclists. A 12 inch gap from the edge line may be used to accommodate bicyclists when a usable shoulder is not available. Additional gaps in the in -lane or transverse rumble strips are not recommended since they could cause motorists to swerve to avoid the rumble strips.
9. Other signs can be used as conditions warrant.

Texas Department of Transportation | Traffic Operations Division Standard

TRANSVERSE OR IN-LANE RUMBLE STRIPS

RS(5)-13

FILE: rs(5)-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
© TxDOT April 2006	CONT	SECT	JOB	HIGHWAY
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10-13	AUS		HAYS	18

94

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GENERAL NOTES FOR ALL ELECTRICAL WORK

1. The location of all conduits, junction boxes, ground boxes, and electrical services is diagrammatic and may be shifted to accommodate field conditions.

2. Provide new and unused materials. Ensure that all materials and installations comply with the applicable articles of the National Electrical Code (NEC), TxDOT standards and specifications, National Electrical Manufacturers Association (NEMA), and are listed by Underwriters Laboratories (UL) or a Nationally Recognized Testing Lab (NRTL). NRTLs such as Canadian Standard Association (CSA), Intertek Testing Services NA Inc., or FM Approvals LLC can be considered equivalent to UL. Where reference is made to NEMA listed devices, International Electrotechnical Commission (IEC) listed devices will not be considered an acceptable equal to a NEMA listed device. Acceptable devices may have both a NEMA and IEC listing. Faulty fabrication or poor workmanship in any material, equipment, or installation is justification for rejection. Replace or reinstall rejected material or equipment at no additional cost to the Department.

3. Miscellaneous nuts, bolts and hardware, except for high strength bolts, may be stainless steel when plans specify galvanized, provided the bolt size is ½ in. or less in diameter.

4. Provide the following test equipment as required by the Engineer to confirm compliance with the contract and the NEC: voltmeter, ammeter, megohm meter (1000 volt DC), ground resistance tester, torque wrenches, and torque screwdrivers. Ensure all equipment has been properly calibrated within the last year. Provide calibration certification to the Engineer upon request. Operate test equipment during inspection as requested by the Engineer.

5. Install grounding as shown on the plans and in accordance with the NEC. Ensure all metallic conduits; metal poles; luminaires; and metal enclosures are bonded to the equipment grounding conductor. Provide stranded bare copper or green insulated grounding conductors. Ground rods, connectors, and bonding jumpers are subsidiary to the various bid items.

6. When required by the Engineer, notify the Department in writing of materials from the Material Producers List (MPL) intended for use on each project. Prequalified materials are listed on the MPL on TxDOT's website under "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials on this list.

CONDUIT

A. MATERIALS

1. Provide conduit, junction boxes, fittings, and hardware as per TxDOT Departmental Material Specification (DMS) 11030 "Conduit" and Item 618 "Conduit" of TxDOT's "Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges," latest edition. Provide conduits listed under Item 618 on the MPL under "Roadway Illumination and Electrical Supplies." Provide conduit types according to the descriptive code or as shown on the plans. Do not substitute other types of conduits for those shown. Provide liquidtight flexible metal conduit (LFMC) when flexible conduit is called for on galvanized steel rigid metallic conduit (RMC) systems. Provide liquidtight flexible nonmetallic conduit (LFNC) when flexible conduit is called for on polyvinyl chloride (PVC) systems.

2. Provide galvanized steel RMC for all exposed conduits, unless otherwise shown on the plans. Properly bond all metal conduits.

3. Unless otherwise shown on the plans, provide junction boxes with a minimum size as shown in the following table, which applies to the greatest number of conductors entering the box through one conduit with no more than four conduits per box. When a mixture of conductor sizes is present, count the conductors as if all are of the larger size. For situations not applicable to the table, size junction boxes in accordance with NEC.

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#4	8" x 8" x 4"	10" x 10" x 4"	10" x 10" x 4"
#6	8" x 8" x 4"	8" x 8" x 4"	10" x 10" x 4"
#8	8" x 8" x 4"	8" x 8" x 4"	8" x 8" x 4"

4. Junction boxes with an internal volume of less than 100 cu. in. and supported by entering raceways must have threaded entries or hubs identified for the intended purpose and supported by connection of two or more rigid metal conduits. Secure conduit within 3 ft. of the enclosure or within 18 in. of the enclosure if all conduit entries are on the same side. Mechanically secure all junction boxes with an internal volume greater than 100 cu. inches.

5. Provide hot dipped galvanized cast iron or sand cast aluminum outlet boxes for junction boxes containing only 10 AWG or 12 AWG conductors. Do not use die cast aluminum boxes. Size outlet boxes according to the NEC.

6. Do not use intermediate metal conduit (IMC) or electrical metallic tubing (EMT) unless specifically required by the plan sheets. When EMT is called for, provide junction boxes made from galvanized steel sheeting, listed and approved for outdoor use, unless otherwise noted on the plans. Size all galvanized steel junction boxes in accordance with the NEC. Provide junction boxes for IMC conduit systems that meet the same requirements for junction boxes used with RMC systems.

7. Provide PVC junction boxes intended for outdoor use on PVC conduit systems, unless otherwise noted on the plans.

8. Provide PVC elbows in PVC conduit systems, unless otherwise shown on the plans. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the PVC conduit system. When galvanized steel RMC elbows are specifically called for in the plans and any portion of the RMC elbow is buried less than 18 in., ground the RMC elbow by means of a grounding bushing on a rigid metal extension. Grounding of the rigid metal elbow is not required if the entire RMC elbow is encased in a minimum of 2 in. of concrete. PVC extensions are allowed on these concrete encased rigid metal elbows. RMC or PVC elbows are subsidiary to various bid items.

9. When required, provide High-Density Polyethylene (HDPE) conduit with factory installed internal conductors according to Item 622 "Duct Cable." At the Contractor's request and with approval by the Engineer, substitute HDPE conduit with no conductors for bored schedule 40 or schedule 80 PVC conduit bid under Item 618. Ensure bored HDPE substituted for PVC is schedule 40 and of the same size PVC called for in the plans. Ensure the substituted HDPE meets the requirements of Item 622, except that the conduit is supplied without factory-installed conductors. Make the transition of the HDPE conduit to PVC (or RMC elbow when required) at the bore pit. Provide conduit of the size and schedule as shown on the plans. Do not extend substituted conduit into ground boxes or foundations. Provide PVC or galvanized steel RMC elbows as called for at all ground boxes and foundations.

10. Use two-hole straps when supporting 2 in. and larger conduits. On electrical service poles, properly sized stainless steel or hot dipped galvanized one-hole standoff straps are allowed on the service riser conduit.

B. CONSTRUCTION METHODS

1. Provide and install expansion joint conduit fittings on all structure-mounted conduits at the structure's expansion joints to allow for movement of the conduit. In addition, provide and install expansion joint fittings on all continuous runs of galvanized steel RMC conduit externally exposed on structures such as bridges at maximum intervals of 150 ft. When requested by the project Engineer, supply manufacturer's specification sheet for expansion joint conduit fittings. Repair or replace expansion joint fittings that do not allow for movement at no additional cost to the Department. Provide the method of determining the amount of expansion to the Engineer upon request. Do not use LFMC or LFNC as a substitute for the required expansion conduit fittings.

2. Space all conduit supports at maximum intervals of 5 ft. Install conduit spacers when attaching metal conduit to surface of concrete structures. See "Conduit Mounting Options" on ED(2). Install conduit support within 3 ft. of all enclosures and conduit terminations.

3. Do not attach conduit supports directly to pre-stressed concrete beams except as shown specifically in the plans or as approved by the Engineer.

4. Unless otherwise shown on the plans, jack or bore conduit placed beneath existing roadways, driveways, sidewalks, or after the base or surfacing operation has begun. Backfill and compact the bore pits below the conduit per Item 476 "Jacking, Boring, or Tunneling Pipe or Box" prior to installing conduit or duct cable to prevent bending of the connections.

5. When placing conduit in the sub-grade of new roadways, backfill all trenches with excavated material unless otherwise noted on the plans. When placing conduit in the sub-base of new roadways, backfill all trenches with cement-stabilized base as per requirements of Items 110 "Excavation", 400 "Excavation and Backfill for Structures", 401 "Flowable Backfill", 402 "Trench Excavation Protection", and 403 "Temporary Special Shoring."

6. Provide and place warning tape approximately 10 in. above all trenched conduit as per Item 618.

7. During construction, temporarily cap or plug open ends of all conduit and raceways immediately after installation to prevent entry of dirt, debris and animals. Temporary caps constructed of durable duct tape are allowed. Tightly fix the tape to the conduit opening. Clean out the conduit and prove it clear in accordance with Item 618 prior to installing any conductors.

8. Ensure conduit entry into the top of any enclosure is waterproof by installing conduit sealing hubs or using boxes with threaded bosses. This includes surface mounted safety switches, meter cans, service enclosures, auxiliary enclosures and junction boxes. Grounding bushings on water tight sealing hubs are not required.

9. Fit the ends of all PVC conduit terminations with bushings or bell end fittings. Provide and install a grounding type bushing on all metal conduit terminations.

10. Install a bonding jumper from each grounding bushing to the nearest ground rod, grounding lug, or equipment grounding conductor. Ensure all bonding jumpers are the same size as the equipment grounding conductor. Bonding of conduit used as a casing under roadways for duct cable is not required, if the duct extends the full length through the casing.

11. At all electrical services, install a 6 AWG solid copper grounding electrode conductor.

12. Place conduits entering ground boxes so that the conduit openings are between 3 in. and 6 in. from the bottom of the box. See the ground box detail on sheet ED(4).

13. Seal ends of all conduits with duct seal, expandable foam, or by other methods approved by the Engineer. Seal conduit immediately after completion of conductor installation and pull tests. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a conduit sealant.

14. File smooth the cut ends of all mounting strut and conduit. Before installing, paint the field cut ends of all mounting strut and RMC (threaded or non-threaded) with zinc rich paint (94% or more zinc content) to alleviate overspray. Use zinc rich paint to touch up galvanized material as allowed under Item 445 "Galvanizing." Do not paint non-galvanized material with a zinc rich paint as an alternative for materials required to be galvanized.

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS CONDUITS & NOTES

ED(1)-14

FILE: ed1-14.dgn	DN:	CK:	DW:	CK:
©TxDOT October 2014	CONT	SECT	JOB	HIGHWAY
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	DIST	COUNTY		SHEET NO.
	AUS	HAYS		19

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ELECTRICAL CONDUCTORS

A. MATERIAL INFORMATION

1. Provide Type XHHW insulated conductors in accordance with Departmental Material Specification (DMS)11040 "Conductors" and Item 620 "Electrical Conductors." Provide conductors as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies" Item 620. Color code insulated conductors in conformance with the NEC. Identify grounded (neutral) conductors with white insulation. Identify grounding conductors (ground wires) with green insulation or bare conductors. Identify ungrounded (hot) conductors with any color insulation except green, white, or gray. Keep color scheme consistent throughout the wiring system. Identify conductors 6 American Wire Gauge (AWG) and smaller by continuous color jacket. Identify electrical conductors 4 AWG and larger by continuous color jacket or by colored tape. When identifying conductors with colored tape, mark at least 6 in. of the conductor's insulation with half laps of tape.
2. Provide a solid copper 6 AWG grounding electrode conductor to bond the electrical service equipment to the concrete encased grounding electrode or the ground rod at the service location. Connect the grounding electrode conductor to the ground rod with a UL listed connector in accordance with DMS 11040. Connect the grounding electrode conductor to the concrete encased grounding electrode as shown in the plans.
3. Where two or more circuits are present in one conduit or enclosure, permanently identify the conductors of each branch circuit by attaching a non-metallic tag around both circuit conductors at each accessible location. Provide tags with two straps, large enough to indicate circuit number, letter, or other identification as shown in the plans. Print circuit identification on the tag with a permanent marker.
4. Use listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors for splicing as specified in DMS 11040. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Provide UL listed gel-filled insulating splice covers. Splicing materials, insulating materials, breakaway disconnects, splice covers, and fuse holders are subsidiary to various bid items.

B. CONSTRUCTION METHODS

1. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the conduit system. After installing conductors in conduit, perform conductor pull test. If a conductor cannot be freely pulled, make any needed alterations or repairs at no additional cost to the department. Perform insulation resistance tests in accordance with Item 620. Coordinate with the Engineer to witness the tests.
2. Leave 2 ft. minimum, 3 ft. maximum length for each conductor up to the splice in ground boxes. Leave 3 ft. minimum, 4 ft. maximum length of conductor in ground boxes when pulled through with no splice. Leave 1 ft. minimum, 1.5 ft. maximum length of conductor at enclosures, weatherheads and pole bases.
3. Make splices only in junction boxes, ground boxes, pole bases, or electrical enclosures and use only listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors. Insulate splices with heavy wall heat shrink tubing or gel-filled insulating splice covers to provide a watertight splice. Overlap conductor insulation with heat shrink tubing a minimum of 2 in. past both sides of the splice. Where heat shrink tubing may not shrink sufficiently to provide a watertight seal around the individual conductors, prior to heating the tubing, increase the diameter of the conductor insulation using hot melt adhesive tape to provide a watertight seal between the individual conductors and the heat shrink tubing. Ensure the tape extends past the heat shrink tubing. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Heat shrink tubing that appears to have been burned, or overheated, is considered defective and must be replaced.
4. Size and install gel-filled insulating splice covers according to manufacturer's specifications when used in place of heat shrink tubing.
5. Wire nuts with factory applied waterproof sealant may be used for 8 AWG or smaller conductors in above ground junction boxes, but not in pole bases or ground boxes. Install wire nuts in an upright position to prevent the accumulation of water.
6. Support conductors in illumination poles with a J-hook at the top of the pole.
7. When terminating conductors, remove the insulation and jacketing material without nicking the individual strands of the conductor. Conductors with nicked individual conductor strands or removed strands will be considered damaged.
8. Replace conductors and cables that are damaged beyond repair or that fail an insulation resistance test at no additional cost to the department.
9. Do not repair damaged conductors with duct tape, electrical tape, or wire nuts. Use only approved splicing methods.
10. Do not terminate more than one conductor under a single connector, unless the connector is rated for multiple conductors. Do not exceed the pressure connector's listing for maximum number and size of conductors allowed.
11. Install breakaway connectors on conductors bid under Item 620 whenever those conductors pass through a breakaway support device. Follow manufacturer's instructions when terminating conductors to breakaway connectors. Properly torque threaded connections. Proper terminations are critical to the safe operation of breakaway devices. Trim waterproofing boots on breakaway connectors to fit snugly around the conductor to ensure waterproof connection. Only one conductor may enter a single opening in a boot. Provide waterproof boots with the correct number of openings. Leave unused openings factory sealed. Use prequalified breakaway connectors as shown on the MPL.
12. Provide and install a separate stranded equipment grounding conductor (EGC) in all conduits that contain circuit wiring of 50 volts or more. Unless shown elsewhere, size the EGC to be the same size as the largest current carrying conductor contained in the conduit. Ensure all EGCs are bonded together at every accessible location. For traffic signal installations, provide a minimum size 8 AWG EGC. The EGC is paid for under Item 620.

C. TEMPORARY WIRING

1. Install temporary conductors and electrical equipment in accordance with the NEC article "Temporary Installations" and Department standard sheets.
2. Provide a ground fault circuit interrupter (GFCI) for power outlets for portable electrical equipment, power tools, ice machines, ice storage bins and refrigerators located outdoors at grade. GFCI may be any one of the following: molded cord and plug set, receptacle, or circuit breaker type.
3. Use listed wire nuts with factory applied sealant for temporary wiring where approved.
4. Enclose conductor splices within a listed enclosure or ground box, or ensure the splices are more than 10 ft. above grade vertically and more than 5 ft. horizontally from any metal structure. Where installing temporary conductors in areas subject to vehicle traffic or mobile construction equipment, ensure the vertical clearance to ground is at least 18 ft. when measured at the lowest point. Ground messenger wires that support power conductors in conformance with the NEC.
5. Protect and when necessary repair any existing electrical conduits uncovered during the construction process in a timely manner and in conformance with the NEC.

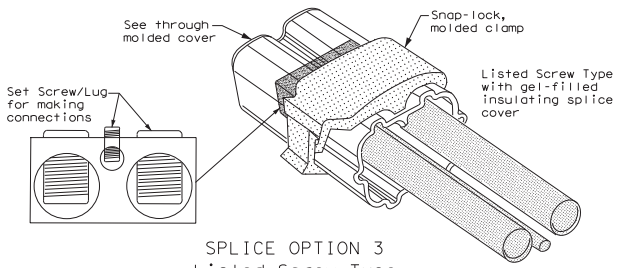
GROUND RODS & GROUNDING ELECTRODES

A. MATERIAL INFORMATION

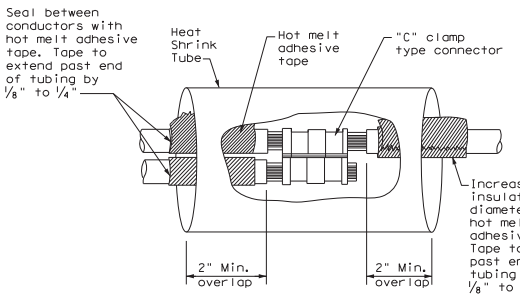
1. Provide and install a grounding electrode at electrical services. Provide ground rods according to DMS 11040 and the plans. Larger diameter or longer length rods may be called for in some specific locations, see the individual plans sheets. Concrete encased grounding electrodes may be called for in specific locations including electrical service, see individual plan sheets.

B. CONSTRUCTION METHODS

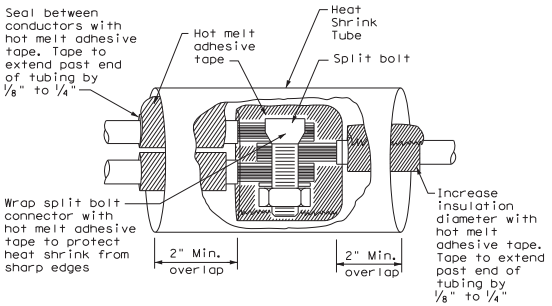
1. Furnish auxiliary ground rods for lightning protection and install in soil, concrete, or both, as called for in the plans. For ground rods installed in concrete, ensure the connection of the conductor to the ground rod is readily accessible for inspection or repairs. For ground rods installed in soil, ensure that the upper end is between 2 to 4 in. below finished grade.
2. Do not place ground rods in the same drilled hole as a timber pole.
3. Install ground rods so the imprinted part number is at the upper end of the rod.
4. Remove all non-conductive coatings such as concrete splatter from the rod at the clamp location.
5. Route all conductors as short and straight as possible for connection to lightning protection ground rods. When a bend is required, ensure a minimum radius bend of four inches for these conductors.
6. Unless otherwise called for in the plans, protect grounding electrode conductors with non-metallic conduit. When protecting grounding electrode conductors with metal conduit, provide and install a grounding type bushing and properly sized bonding jumper on each end of the metal conduit.
7. Written authorization is required before installing a ground rod in a horizontal trench for rocky soil or a solid rock bottom.



SPLICE OPTION 3
Listed Screw Type



SPLICE OPTION 1
Compression Type



SPLICE OPTION 2
Split Bolt Type

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ELECTRICAL DETAILS CONDUCTORS

ED(3)-14

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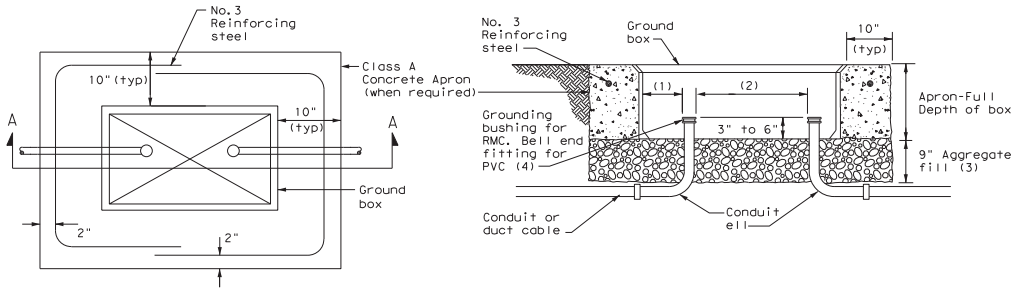


APRON FOR GROUND BOX

(1) Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.

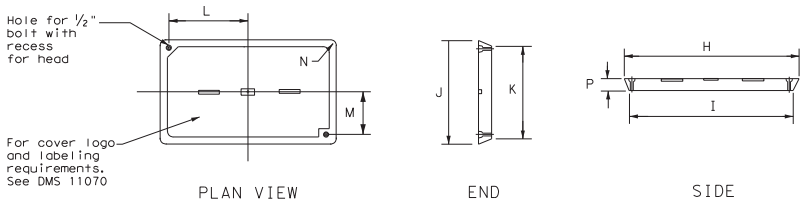
(2) Maintain sufficient space between conduits to allow for proper installation of bushing.

(3) Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.

(4) Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.

GROUND BOX DIMENSIONS	
TYPE	OUTSIDE DIMENSIONS (INCHES) (Width x Length X Depth)
A	12 X 23 X 11
B	12 X 23 X 22
C	16 X 29 X 11
D	16 X 29 X 22
E	12 X 23 X 17

GROUND BOX COVER DIMENSIONS								
TYPE	DIMENSIONS (INCHES)							
	H	I	J	K	L	M	N	P
A, B & E	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2
C & D	30 1/2	30 1/4	17 1/2	17 1/4	13 1/4	6 3/4	1 3/8	2



GROUND BOX COVER

GROUND BOXES

A. MATERIALS

1. Provide polymer concrete ground boxes measuring 16x30x24 in. (WxLxD) or smaller in accordance with Departmental Material Specification (DMS) 11070 "Ground Boxes" and Item 624 "Ground Boxes."
2. Provide Type A, B, C, D, and E ground boxes as shown in the plans, and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.
3. Ensure ground box cover is correctly labeled in accordance with DMS 11070.
4. Provide larger ground boxes in accordance with Item 624 and as shown in the plans.

B. CONSTRUCTION METHODS

1. Remove all gravel and dirt from conduit. Cap all conduits prior to placing aggregate and setting ground box. Provide Grade 3 or 4 coarse aggregate as shown on Table 2 of Item 302 "Aggregates for Surface Treatments." Ensure aggregate bed is in place and at least 9 inches deep, prior to setting the ground box. Install ground box on top of aggregate.
2. Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.
3. Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.
4. Install all conduits and ells in a neat and workmanlike manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.
5. Temporarily seal all conduits in the ground box until conductors are installed.
6. Permanently seal conduits immediately after the completion of conductor installation and pull tests. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a sealant.
7. When a ground rod is present in a ground box, bond all equipment grounding conductors together and to the ground rod with listed connectors.
8. When a type B or D ground box is stacked to meet volume requirements, it is allowable to cut an appropriately sized hole for conduit entry in the side wall at least 18 inches below grade.
9. If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.
10. If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.
11. Bond metal ground box covers to the grounding conductor with a tank ground type lug.

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ELECTRICAL DETAILS GROUND BOXES

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ELECTRICAL SERVICES NOTES

1. Provide new materials. Ensure installation and materials comply with the applicable provisions of the National Electrical Code (NEC) and National Electrical Manufacturers Association (NEMA) standards. Ensure material is Underwriters Laboratories (UL) listed. Provide and install electrical service conduits, conductors, disconnects, contactors, circuit breaker panels, and branch circuit breakers as shown on the Electrical Service Data chart in the plans. Faulty fabrication or poor workmanship in material, equipment, or installation is justification for rejection. Where manufacturers provide warranties and guarantees as a customary trade practice, furnish these to the State.

2. Provide electrical services in accordance with Electrical Details standard sheets, Departmental Material Specification (DMS) 11080 "Electrical Services," DMS 11081 "Electrical Services-Type A," DMS 11082 "Electrical Services-Type C," DMS 11083 "Electrical Services-Type D," DMS 11084 "Electrical Services-Type T," DMS 11085 "Electrical Services-Pedestal (PS)", and Item 628 "Electrical Services" of the Standard Specifications. Provide electrical service types A, C, and D, as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 628. Provide other service types as detailed on the plans.

3. Provide all work, materials, services, and any incidentals needed to install a complete electrical service as specified in the plans.

4. Coordinate with the Engineer and the utility provider for metering and compliance with utility requirements. Primary line extensions, connection charges, meter charges, and other charges by the utility company to provide power to the location are paid for in accordance with Item 628. Get approval for the costs associated with these charges prior to engaging the utility company to do the work. Consult with the utility provider to determine costs and requirements, and coordinate the work as approved.

5. The enclosure manufacturer will provide Master Lock Type 2 with brass tumblers keyed #2195 for all custom electrical enclosures. Installing Contractor is to provide Master Lock #2195 Type 2 with brass tumblers for "off the shelf" enclosures. Master Lock #2195 keys and locks become property of the State. Unless otherwise approved, do not energize electrical service equipment until locks are installed.

6. Enclosures with external disconnects that de-energize all equipment inside the enclosure do not need a dead front trim. Protect incoming line terminations from incidental contact as required by the NEC.

7. When galvanized is specified for nuts, screws, bolts or miscellaneous hardware, stainless steel may be used.

8. Provide wiring and electrical components rated for 75°C. Provide red, black, and white colored XHHW service entrance conductors of minimum size 6 American Wire Gauge (AWG). Identify size 6 AWG conductors by continuous color jacket. Identify electrical conductors sized 4 AWG and larger by continuous color jacket or by colored tape. Mark at least 6 inches of the conductor's insulation with half laps of colored tape, when identifying conductors. Ensure each service entrance conductor exits through a separately bushed non-metallic opening in the weatherhead. The lengths of the conductors outside the weatherhead are to be 12 inches minimum, 18 inches maximum, or as required by utility.

9. All electrical service conduit and conductors attached to the electrical service including the riser or the elbow below ground are subsidiary to the electrical service. For an underground utility feed, all service conduit and conductors after the elbow, including service conduit and conductors for the utility pole riser when furnished by the Contractor, will be paid for separately.

10. Provide rigid metal conduit (RMC) for all conduits on service, except for the ½ in. PVC conduit containing the electrical service grounding electrode conductor. Size the service entrance conduit as shown in the plans. Ensure conduit for branch circuitry in enclosure is the same size as that shown on the layout sheets for branch circuit conduit. Extend all rigid metal conduits a minimum of 6 inches underground and then couple to the type and schedule of the conduit shown on the layout for that particular branch circuit. Install a grounding bushing on the RMC where it terminates in the service enclosure.

11. Use of liquidtight flexible metal conduit (LFMC) is allowed between the meter and service enclosure when they are mounted 90 to 180 degrees to each other. Size the LFMC the same size as the service entrance conduit. LFMC must not exceed 3 feet in length. Strap LFMC within 1 foot of each end. LFMC less than 12 inches in length need not be strapped. Each end of LFMC must have a grounding bushing or be terminated with a grounding fitting. The LFMC must contain a grounded (neutral) conductor. Ensure any bend in LFMC never exceeds 180 degrees. A pull test is required on all installed conductors, with at least six inches of free conductor movement demonstrated to the satisfaction of the Engineer.

12. Ensure all mounting hardware and installation details of services conform to utility company specifications.

13. For all electrical service enclosures listed under Item 628 on the MPL, the UL 508 enclosure manufacturers will prepare and submit a schematic drawing unique to each service. Before shipment to the job site, place the applicable laminated schematic drawings and the laminated plan sheet showing the electrical service data chart used to build the enclosure in the enclosure's data pocket. The installing contractor will copy and laminate the actual project plan sheets detailing all equipment and branch circuits supplied by that service. The laminated plan sheets are to be placed in the service enclosure's document pocket. Reduce 11 in. x 17 in. plan sheets to 8 ½ in. x 11 in. before laminating. If the installation differs from the plan sheets, the installing contractor is to redline plan sheets before laminating.

14. When providing an "Off The Shelf" Type D or Type T service, provide laminated plan sheets detailing equipment and branch circuits supplied by that service. Reduce 11 in. x 17 in. plan sheets to 8 ½ in. x 11 in before laminating. Deliver these drawings before completion of the work to the Engineer, instead of placing in enclosure that has no door pocket.

15. Do not install conduit in the back wall of a service enclosure where it would penetrate the equipment mounting panel inside the enclosure. Provide grounding bushings on all metal conduits, and terminate bonding jumpers to grounding bus. Grounding bushings are not required when the end of the metal conduit is fitted with a conduit sealing hub or threaded boss, such as a meter base hub.

SERVICE ASSEMBLY ENCLOSURE

1. Provide threaded hub for all conduit entries into the top of enclosure.

2. Type galvanized steel (GS) enclosures may be used for Type C panelboards and for Type D and T services that do not use an enclosure mounted photocell or lighting contactor. Provide GS enclosures in accordance with DMS 11080, 11082, 11083, and 11084.

3. Provide aluminum (AL) and stainless steel (SS) enclosures for Types A, C, and D in accordance with DMS 11080, 11081, 11082, 11083, and 11084. Do not paint stainless steel.

4. Provide pedestal service (PS) enclosures in accordance with ED(9) and DMS 11080 and 11085. Do not provide GS pedestal services. If GS is shown in the PS descriptive code, provide an AL enclosure.

MAIN DISCONNECT & BRANCH CIRCUIT BREAKERS

1. Field drill flange-mounted remote operator handle if needed, to ensure handle is lockable in both the "On" and "Off" positions.

2. When the utility company provides a transformer larger than 50 KVA, verify that the available fault current is less than the circuit breaker's ampere interrupting capacity (AIC) rating and provide documentation from the electric utility provider to the Engineer.

PHOTOELECTRIC CONTROL

1. Provide photocell as listed on the MPL. Move, adjust, or shield the photocell from stray or ambient night time light to ensure proper operation. Mount photocell facing north when practical. Mount top of pole photocells as shown on Top Mounted Photocell Detail.

* ELECTRICAL SERVICE DATA

Elec. Service ID	Plan Sheet Number	Electrical Service Description	Service Conduit **Size	Service Conductors No./Size	Safety Switch Amps	Main Ckt. Bkr. Pole/Amps	Two-Pole Contractor Amps	Panelbd/ Loadcenter Amp Rating	Branch Circuit ID	Branch Ckt. Bkr. Pole/Amps	Branch Circuit Amps	KVA Load
SB 183	289	ELC SRV TY A 240/480 100(SS)AL(E)SF(U)	2"	3/#2	100	2P/100	100	N/A	Lighting NB	2P/40	26	28.1
									Lighting SB	2P/40	25	
									Underpass	1P/20	15	
NB Access	30	ELC SRV TY D 120/240 060(NS)SS(E)TS(O)	1 ¼"	3/#6	N/A	2P/60		100	Sig. Controller	1P/30	23	5.3
							30		Luminaires	2P/20	9	
									CCTV	1P/20	3	
2nd & Main	58	ELC SRV TY T 120/240 000(NS)GS(N)SP(O)	1 ¼"	3/#6	N/A	N/A	N/A	70	Flashing Beacon 1	1P/20	4	1.0
									Flashing Beacon 2	1P/20	4	

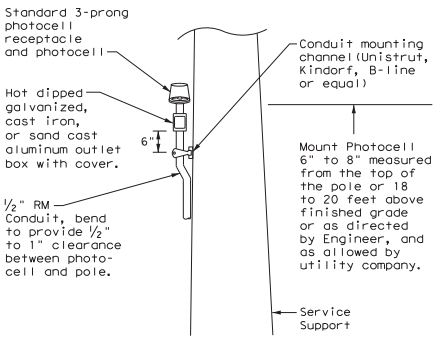
* Example only, not for construction. All new electrical services must have electrical service data chart specific to that service as shown in the plans.

** Verify service conduit size with utility. Size may change due to utility meter requirements. Ensure conduit size meets the National ELectrical Code.

EXPLANATION OF ELECTRICAL SERVICE DESCRIPTIVE CODE

ELEC SERV TY X XXX/XXX XXX (XX) XX (X) XX (X)

- Schematic Type
- Service Voltage V / V
- Disconnect Amp Rating
  000 indicates main lug only/
  Typically Type T
- (SS)= Safety Switch Ahead of Meter-Check with Utility
  (NS)= No safety Switch Ahead of Meter-Check with Utility
- Enclosure Type
  GS= Galvanized steel("off the shelf")
  SS= Stainless steel(Custom Enclosure)See MPL
  AL= Aluminum (Custom Enclosure)See MPL
- Photocell Mounting Location
  (E)= Inside Service/Enclosure Mounted
  (T)= Top of pole
  (L)= Luminaire mounted
  (N)= None/No Photocell or Lighting Contactor Required
- Service Support Type
  GC= Granite concrete
  OC= Other concrete
  TP= Timber pole
  SP= Steel pole
  SF= Steel frame
  OT= Pole by others or paid for separately
  EX= Existing pole
  TS= Service on traffic signal pole
  PS= Pedestal Service
- O= Overhead Service Feed from Utility
  U= Underground Service Feed from Utility



TOP MOUNTED PHOTOCELL

Install conduit strap maximum 3 feet from box. 5 foot maximum spacing between straps supporting conduit.

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ELECTRICAL DETAILS SERVICE NOTES & DATA

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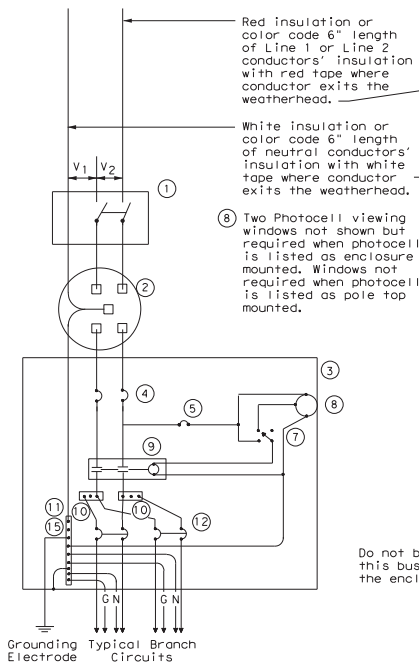
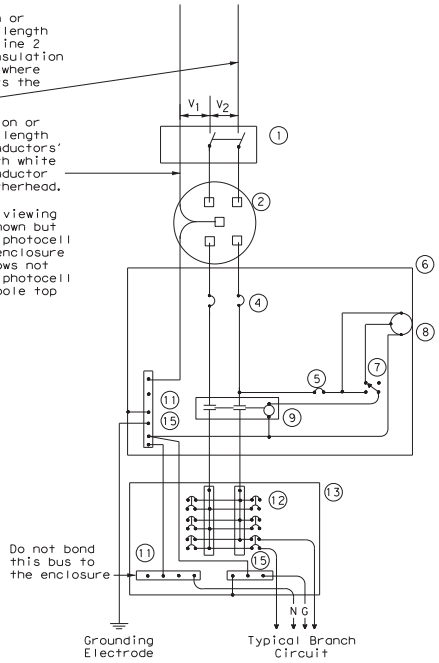
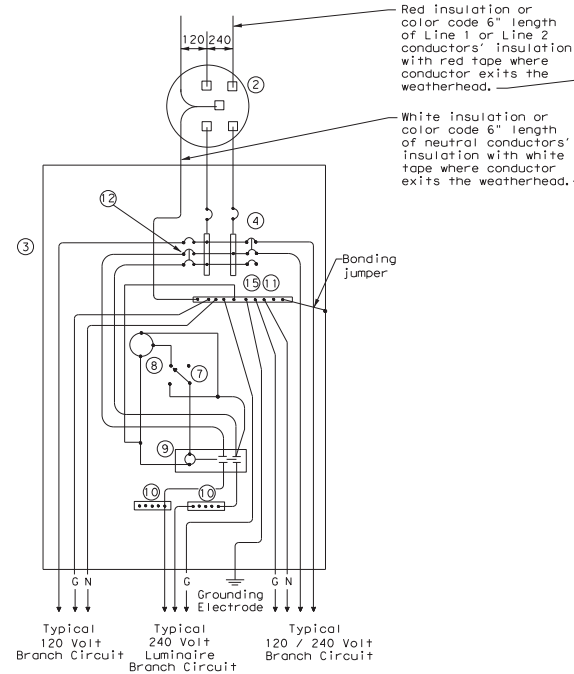


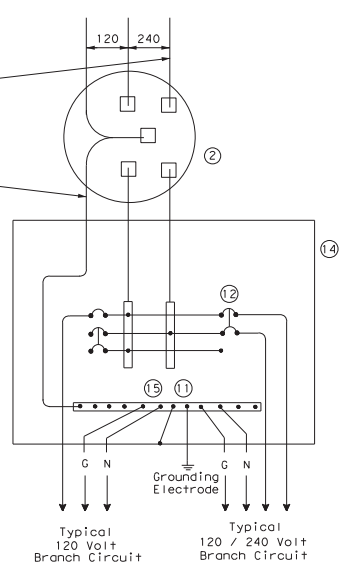
SCHEMATIC TYPE A
THREE WIRE



SCHEMATIC TYPE C
THREE WIRE



SCHEMATIC TYPE D - CUSTOM
120/240 VOLTS - THREE WIRE



SCHEMATIC TYPE T
120/240 VOLTS - THREE WIRE

Galvanized steel-"Buy Off The Shelf" only. When required install photocell top of the pole or on luminaire only, no lighting contractor will be installed.

SCHEMATIC LEGEND	
1	Safety Switch (when required)
2	Meter (when required-verify with electric utility provider)
3	Service Assembly Enclosure
4	Main Disconnect Breaker (See Electrical Service Data)
5	Circuit Breaker, 15 Amp (Control Circuit)
6	Auxiliary Enclosure
7	Control Station ("H-O-A" Switch)
8	Photo Electric Control (enclosure-mounted shown)
9	Lighting Contactor
10	Power Distribution Terminal Blocks
11	Neutral Bus
12	Branch Circuit Breaker (See Electrical Service Data)
13	Separate Circuit Breaker Panelboard
14	Load Center
15	Ground Bus

WIRING LEGEND	
———	Power Wiring
———	Control Wiring
—N—	Neutral Conductor
—G—	Equipment grounding conductor-always required

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS SERVICE ENCLOSURE AND NOTES

ED(6)-14

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SUPPORT TYPE STEEL POLE (SP) AND STEEL FRAME (SF)

1. Provide steel pole and steel frame supports as per TxDOT Departmental Material Specification (DMS)11080 "Electrical Services." Mount all equipment and conduit on 12 gauge galvanized steel or stainless steel channel strut, 1 ½ in. or 1 ⅝ in. wide by 1 in. up to 3 ¾ in. deep Unistrut, Kindorf, B-line or equal. Bolt or weld all channel and hardware to vertical members as approved. Do not stack channel. File smooth and paint field cut ends of all channel with zinc-rich paint before installing.

2. Provide poles for overhead service with an eyebolt or similar fitting for attachment of the service drop to the pole in conformance with the electric utility provider's specifications.

3. Provide and install galvanized ¾ in. x 18 in. x 4 in. (dia. x length x hook length) anchor bolts for underground service supports. Provide and install galvanized ¾ in. x 56 in. x 4 in. anchor bolts for overhead service supports. Ensure anchor bolts have 3 in of thread, with 3 ¼ in. to 3 ½ in. of the exposed anchor bolt projecting above finished foundation. Provide and install leveling nuts for all anchor bolts.

4. Bond one of the anchor bolts to the rebar cage with 6 AWG bare stranded copper conductor. Use listed mechanical connectors rated for embedment in concrete. See Inset B.

5. Furnish and install rigid metallic ells in all steel pole and steel frame foundations for all conduits entering the service from underground.

6. Use class C concrete for foundations. Ensure reinforcing steel is Grade 60 with 3" of unobstructed concrete cover.

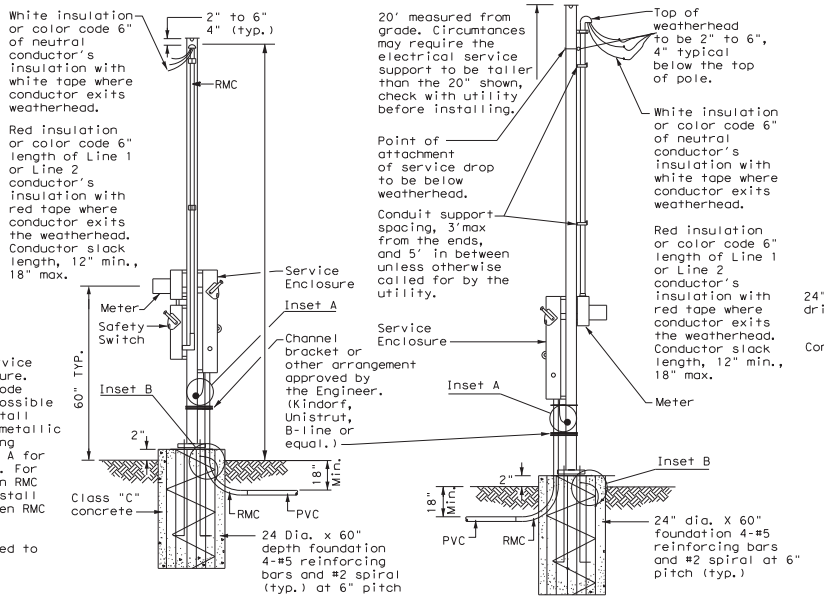
7. Drill and tap steel poles and frames for ½ in. X 13 UNC tank ground fitting. For steel pole service supports, provide and install tank ground fitting 4 in. to 6 in. below electrical service enclosure. Provide properly sized hole through the bottom of the enclosure for the service grounding electrode conductor. Ensure electrical service grounding electrode conductor is as short and straight as possible from the enclosure to the tank ground fitting. For steel frame service supports, provide and install tank ground fitting on steel frame post. Install service grounding electrode conductor in a non-metallic conduit or tubing from the enclosure to the steel frame post. Connect electrical service grounding electrode conductor to the tank ground fitting. See steel frame and steel pole details and Inset A for more information. Size service entrance conduit and branch circuit conduit as shown in the plans. For underground conduit runs from the electrical service, extend RMC from the service enclosure to an RMC elbow, and then connect the schedule type and size of conduit shown in the plans. Provide and install grounding bushings where RMC terminates in the enclosure. Grounding bushings are not required when RMC is fitted into a sealing hub or threaded boss.

8. If Steel pole or frame is painted, bond each separate painted piece with a bonding jumper attached to a tapped hole.

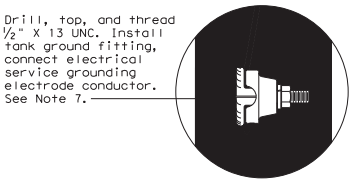
9. Provide ¼" - 20 machine screws for bonding. Do not use sheet metal screws. Remove all non-conductive material at contact points. Terminate bonding jumpers with listed devices. Install minimum size 6 AWG stranded copper bonding jumpers. Make up all threaded bonding connections wrench tight.

10. Avoid contact of the service drop and service entrance conductors with the metal pole to prevent abrasion of the insulated conductors.

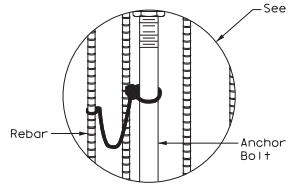
11. Shop drawings are not required for service support structure unless specifically stated elsewhere or directed by the Engineer.



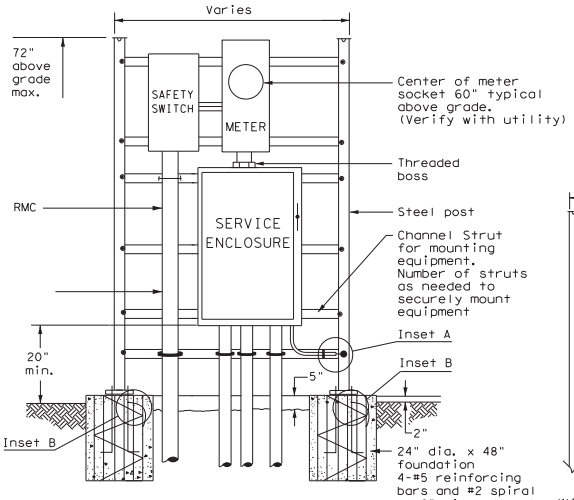
SERVICE SUPPORT TYPE SP (O) - OVERHEAD SERVICE



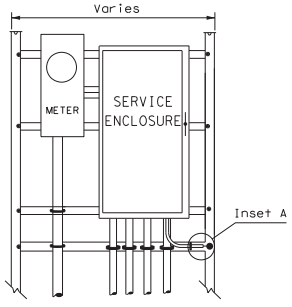
FRONT VIEW
INSET A



INSET B

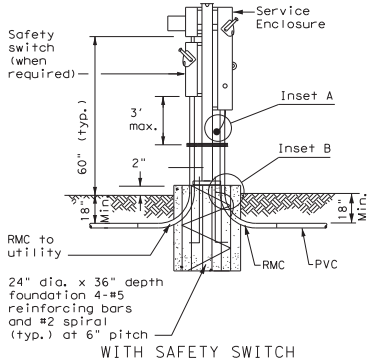


WITH SAFETY SWITCH
FRONT VIEW

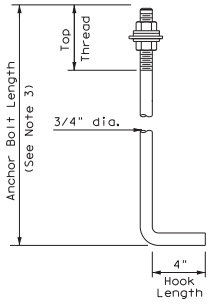


WITHOUT SAFETY SWITCH

SERVICE SUPPORT TYPE SF(U) - UNDERGROUND SERVICE

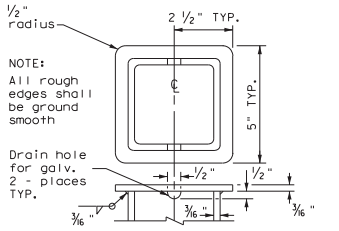


WITH SAFETY SWITCH

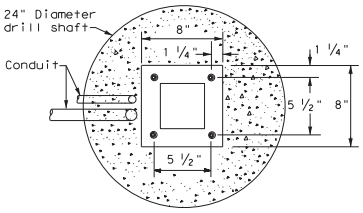


HOOKED ANCHOR DETAIL

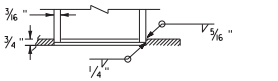
SERVICE SUPPORT TYPE SP(U) - UNDERGROUND SERVICE



POLE TOP PLATE

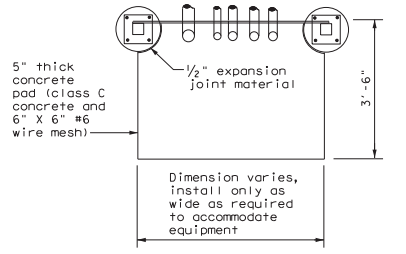


BASE PLATE DETAIL



BOTTOM OF POLE

SERVICE SUPPORT TYPE SF & SP



TOP VIEW

SERVICE SUPPORT TY SF (O) & SF (U)

Texas Department of Transportation | Traffic Operations Division Standard

ELECTRICAL DETAILS SERVICE SUPPORT TYPES SF & SP

ED(7)-14

FILE:	ed7-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2014		CONT	SECT	JOB	HIGHWAY
REVISIONS		0113	07	076	US 290
		DIST	COUNTY		SHEET NO.
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71G

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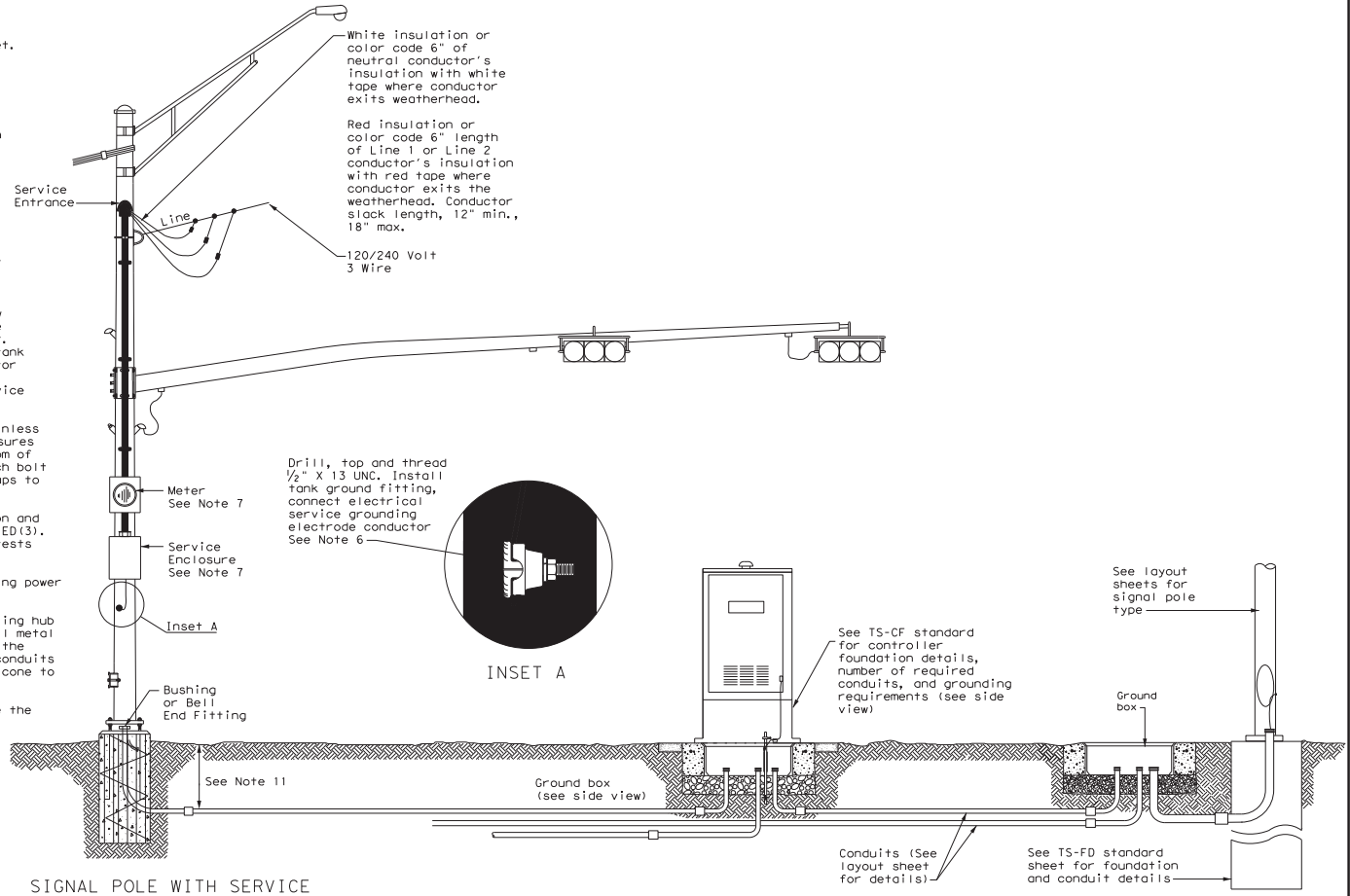
TRAFFIC SIGNAL NOTES

1. Do not pass luminaire conductors through the signal controller cabinet.
2. Include an equipment grounding conductor in all conduits throughout the electrical system. Bond all exposed metal parts to the grounding conductor.
3. Provide roadway luminaires, when required, in accordance with the material and construction sections of Item 610, "Roadway Illumination Assemblies," except for performance testing of luminaires. Test installed roadway luminaires for proper operation as a part of the associated traffic signal system test.
4. If internally illuminated street name signs are approved for use, ground the fixture to the pole with a 12 AWG green XHHW conductor.
5. Bond anchor bolts to rebar cage in two locations using #3 bars or 6 AWG stranded copper conductors. Use listed mechanical connectors rated for embedment in concrete. See TXDOT standard TS-FD for further details.
6. Drill and tap signal poles for ½ in. X 13 UNC tank ground fitting. Provide and install tank ground fitting 4 in. to 6 in. directly below electrical service enclosure. Provide properly sized hole through the bottom of the enclosure for the service grounding electrode conductor. Connect the electrical service grounding electrode conductor to the tank ground fitting. Ensure electrical service grounding electrode conductor is as short and straight as possible from the enclosure to the tank ground fitting. See Inset A detail for further information. Size service entrance conduit and branch circuit conduit as shown in the plans.
7. Mount electrical service enclosure and meter to signal pole with stainless steel bands. Ensure bands are a minimum width of ¾ in. Secure enclosures to bands using two-bolt brackets. Install brackets near top and bottom of each enclosure. Install properly sized stainless steel washers on each bolt in the enclosure. Band or drill and tap properly sized stand-off straps to signal pole for attaching conduit.
8. Conduct pull tests and insulation resistance tests on all illumination and power conductors as required in Item 620 "Electrical Conductors" and ED(3). To prevent electronics damage, do not conduct insulation resistance tests on traffic signal cables after termination.
9. Lock all enclosures and bolt down all ground box covers before applying power to the signal installation.
10. Terminate conduits entering the top of enclosures with a conduit-sealing hub or threaded boss such as meter hub. Install a grounding bushing on all metal conduits not connected to conduit-sealing hub or threaded boss. Bond the grounding bushing to the ground bus with a bonding jumper. Seal all conduits entering enclosures with duct seal or expanding foam. Do not use silicone to seal conduit ends.
11. For all conduits, ensure the burial depth is a minimum of 18". Ensure the minimum burial depth for conduit placed under a roadway is 24".

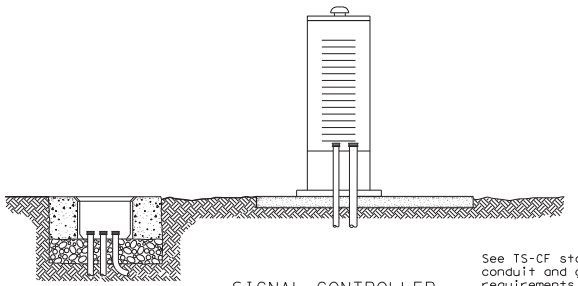


SIGNAL POLE WITH SERVICE

Type T electrical service mounted on signal pole shown as an example. See electrical details, layout sheets, and electrical service data chart for additional details.

SIGNAL CONTROLLER FRONT VIEW

SIGNAL POLE



SIGNAL CONTROLLER SIDE VIEW

See TS-CF standard for conduit and grounding requirements. See layout sheets for ground box locations and any additional conduits that are required.

Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS TYPICAL TRAFFIC SIGNAL SYSTEM DETAILS

ED(8)-14

FILE: ed8-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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	DIST		COUNTY	SHEET NO.
	AUS		HAYS	25

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. 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).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

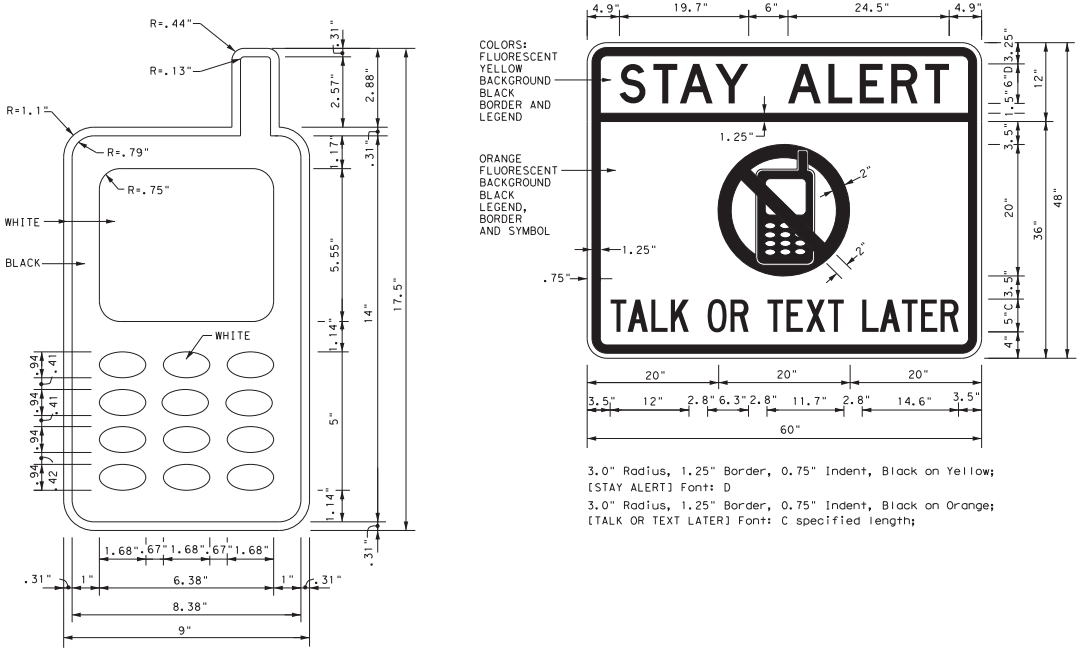
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. 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 APPAREL NOTES:

1. 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.



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

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

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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9-07 7-13	AUS	HAYS		26

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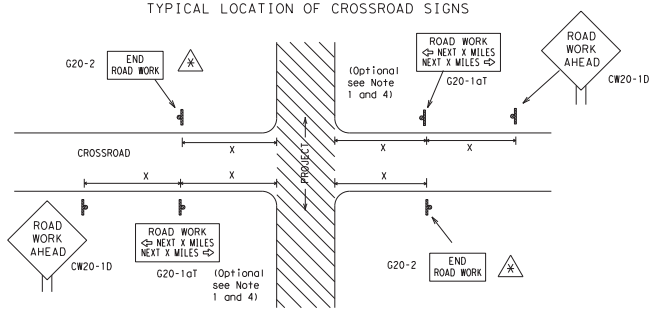
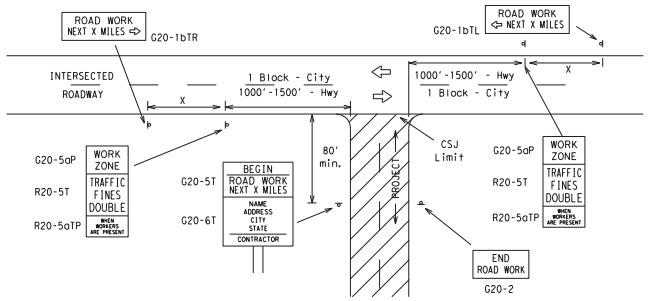
TYPICAL LOCATION OF CROSSROAD SIGNS



✱ 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. 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"(G20-1aT)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[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
✱	✱[3]

✱ 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.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

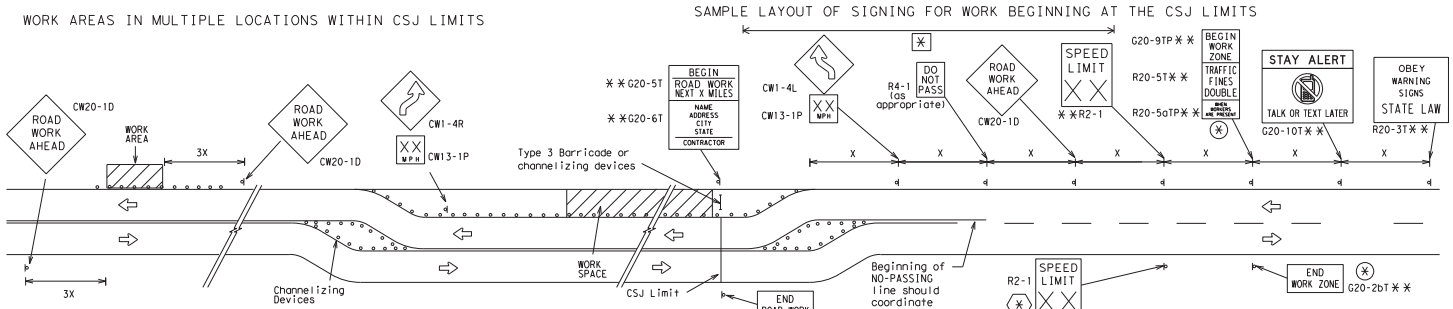
GENERAL NOTES

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. 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.

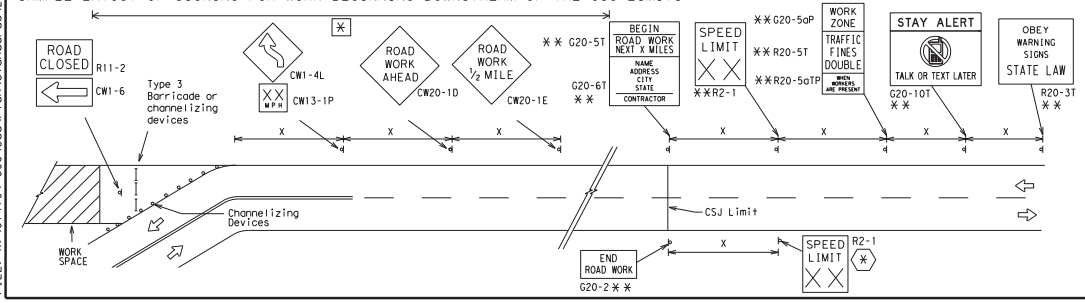
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

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 AT THE CSJ LIMITS



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.

✱✱ Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

✱ 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.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

FILE:	bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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7-13		AUS	HAYS		27

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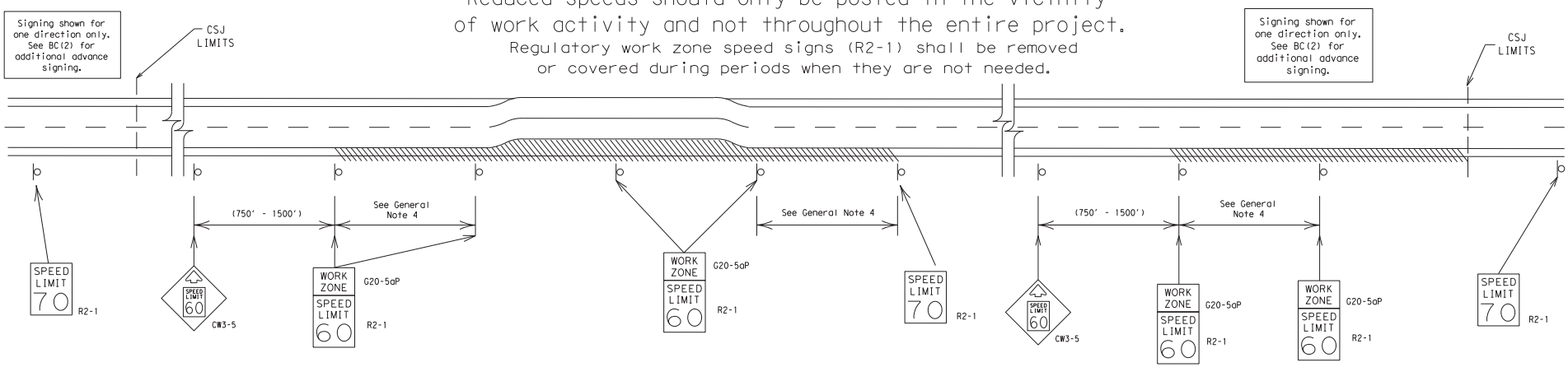
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

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.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

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 control is 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 as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law 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.

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Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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	DIST	COUNTY		SHEET NO.
	AUS	HAYS		28

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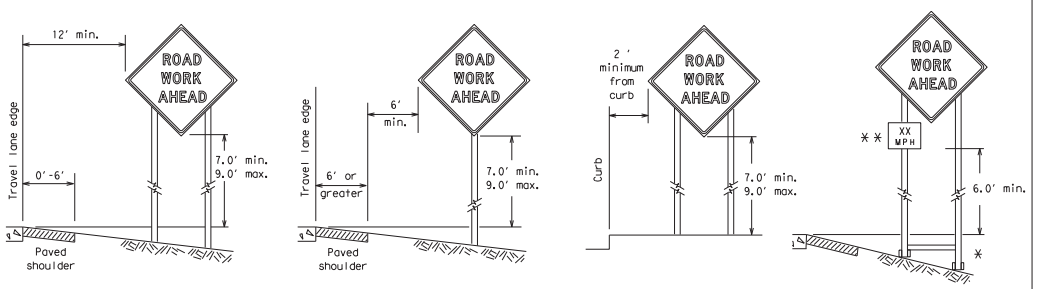
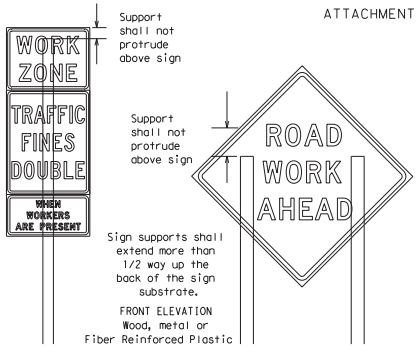
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



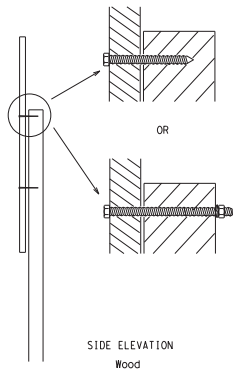
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** 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.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

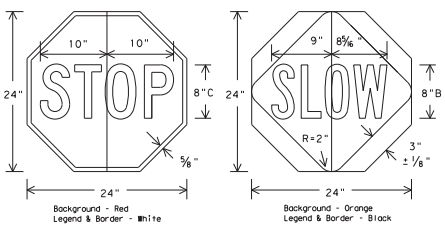


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
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 TMUTCD.



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, 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.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as 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 should 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 sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should 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 his/her 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.

GENERAL NOTES FOR WORK ZONE SIGNS

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 TMUTCD but may 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 TxDOT 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" (CWZTCD). 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 furnish the Engineer 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.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

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 crashworthiness and duration of work requirements.
   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.)

SIGN MOUNTING HEIGHT

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.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the 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 are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using 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.

REFLECTIVE SHEETING

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_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

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.

REMOVING OR COVERING

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 technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles 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 mil 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. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

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 tied 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. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports 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 skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

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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Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

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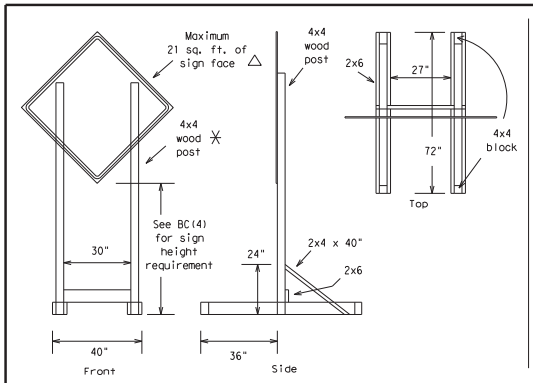
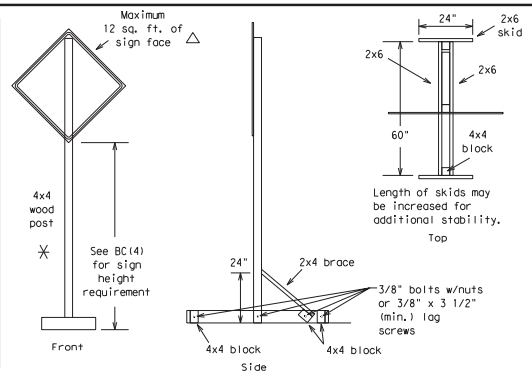
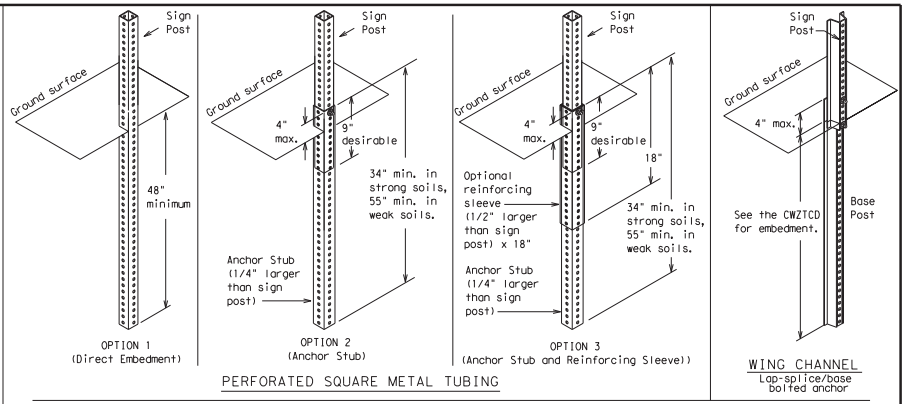




SKID MOUNTED WOOD SIGN SUPPORTS

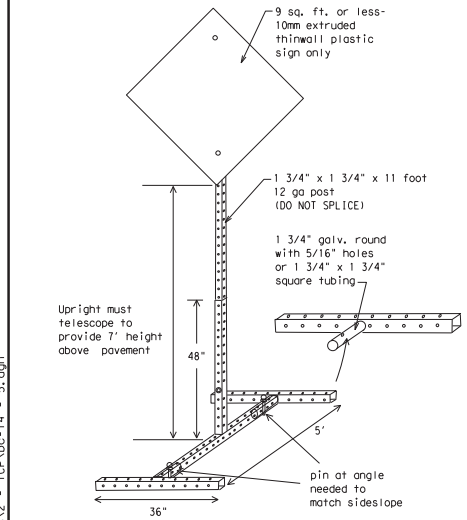
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS ☐

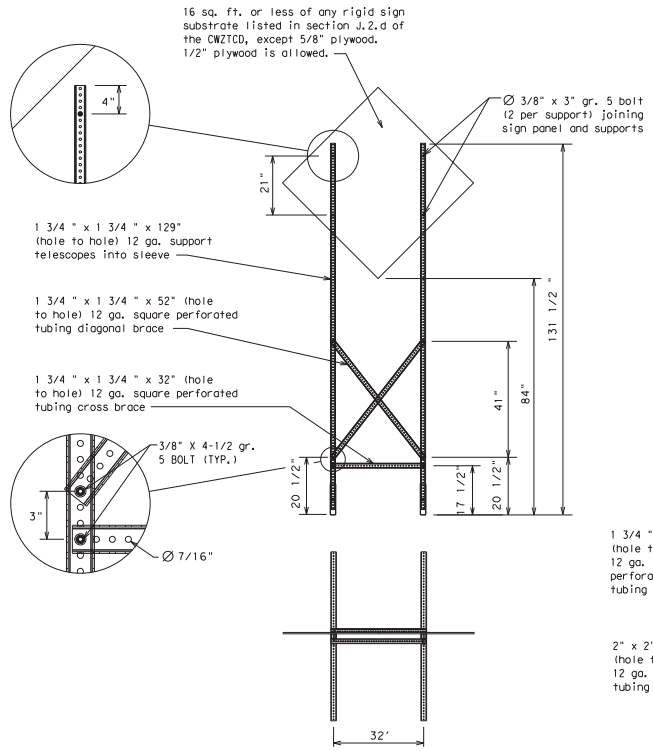


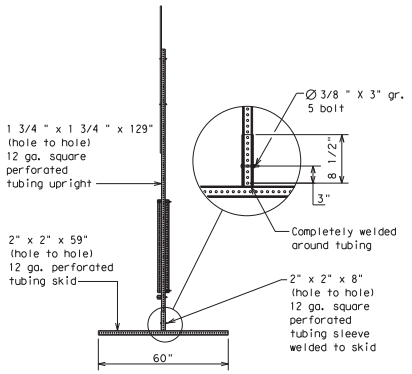
PERFORATED SQUARE METAL TUBING

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.







Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

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 painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

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. Messages 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 morning and end by Sunday 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 "flash" messages or words included in a message. The message should be steady burn or 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 SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand 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 shown in the TMUTCD.
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.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation = IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List		Other Condition List		
FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED	ROADWORK XXX FT	ROAD REPAIRS XXXX FT	
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT	FLAGGER XXXX FT	LANE NARROWS XXXX FT	
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT	RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE	
RIGHT X LANES CLOSED	RIGHT X LANES OPEN	MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT	
CENTER LANE CLOSED	DAYTIME LANE CLOSURES	LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT	
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED	DETOUR X MILE	ROUGH ROAD XXXX FT	
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE	ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN	
EXIT CLOSED	RIGHT LN TO BE CLOSED	BUMP XXXX FT	US XXX EXIT X MILES	
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI	TRAFFIC SIGNAL XXXX FT	LANES SHIFT *	
XXXXXXXX BLVD CLOSED				

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List		Location List	Warning List	** Advance Notice List
MERGE RIGHT	FORM X LINES RIGHT	AT FM XXXX	SPEED LIMIT XX MPH	TUE-FRI XX AM- X PM
DETOUR NEXT X EXITS	USE XXXXX RD EXIT	BEFORE RAILROAD CROSSING	MAXIMUM SPEED XX MPH	APR XX- XX X PM-X AM
USE EXIT XXX	USE EXIT I-XX NORTH	NEXT X MILES	MINIMUM SPEED XX MPH	BEGINS MONDAY
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N	PAST US XXX EXIT	ADVISORY SPEED XX MPH	BEGINS MAY XX
TRUCKS USE US XXX N	WATCH FOR TRUCKS	XXXXXXX TO XXXXXXX	RIGHT LANE EXIT	MAY X-X XX PM - XX AM
WATCH FOR TRUCKS	EXPECT DELAYS	US XXX TO FM XXXX	USE CAUTION	NEXT FRI-SUN
EXPECT DELAYS	PREPARE TO STOP		DRIVE SAFELY	XX AM TO XX PM
REDUCE SPEED XXX FT	END SHOULDER USE		DRIVE WITH CARE	NEXT TUE AUG XX
USE OTHER ROUTES	WATCH FOR WORKERS			TONIGHT XX PM- XX AM
STAY IN LANE *				

* See Application Guidelines Note 6.

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 Take/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 should be understandable by 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.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, 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 MI, 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 phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix 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 Full Matrix 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 Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix 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.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0113	07	076	US 290
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13	AUS	HAYS		31

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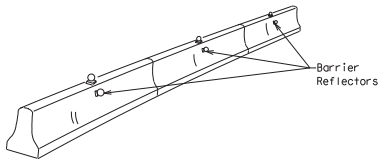
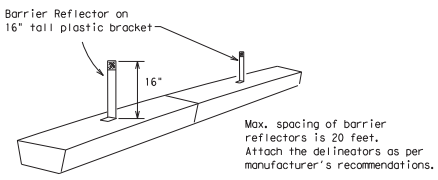
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

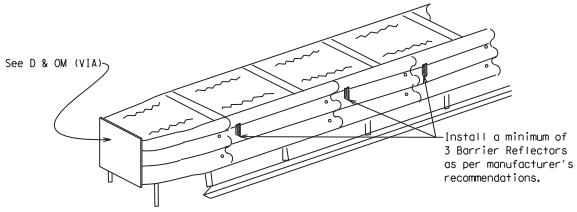


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic 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.
4. 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.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

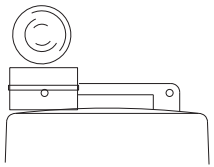


DELINEATION OF END TREATMENTS

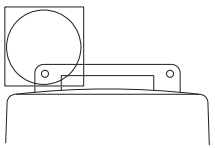
END TREATMENTS FOR
CTB'S USED
IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



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

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. 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_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. 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".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. 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.
7. 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.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

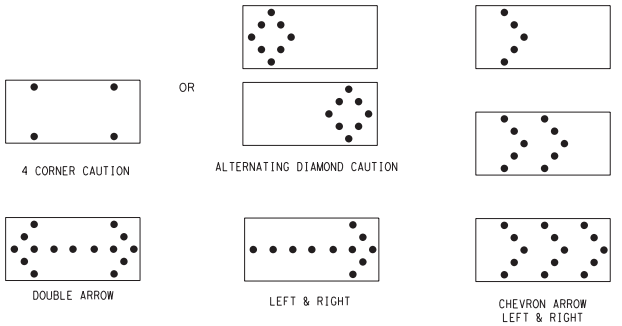
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing 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.
4. 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.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. 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

1. 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.
2. 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.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. 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.
6. 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.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

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.

1. 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.
2. 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.
3. 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.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. 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.
8. 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.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. 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.
14. 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

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. 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.
6. 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.

SHEET 7 OF 12

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 8-14 7-13	0113	07	076	US 290
	DIST	COUNTY		SHEET NO.
	AUS	HAYS		32

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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:

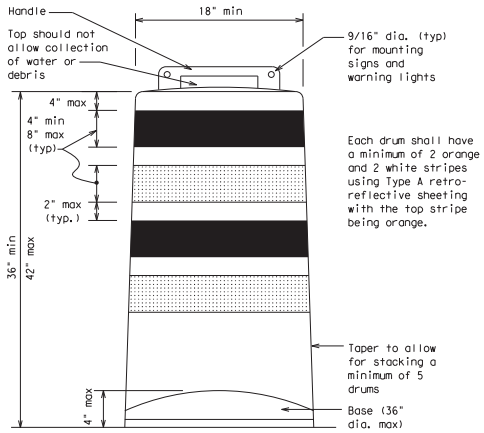
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents 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.

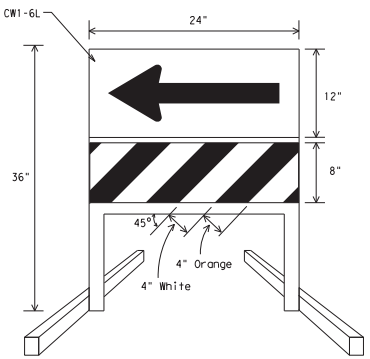
RETROREFLECTIVE SHEETING

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 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

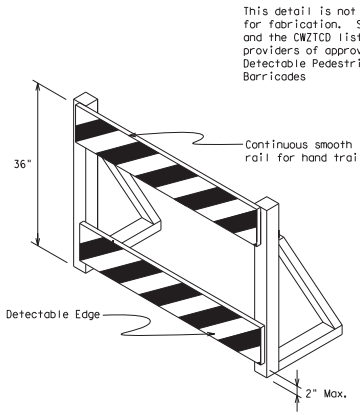
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other 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.





DIRECTION INDICATOR BARRICADE

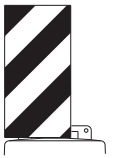
1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



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.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
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 for Buildings and Facilities (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 may 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.

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 travel way

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_{FL} or Type C_{FL} 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 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 Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	0113	07	076	US 290
4-03 7-13	DIST	COUNTY		SHEET NO.
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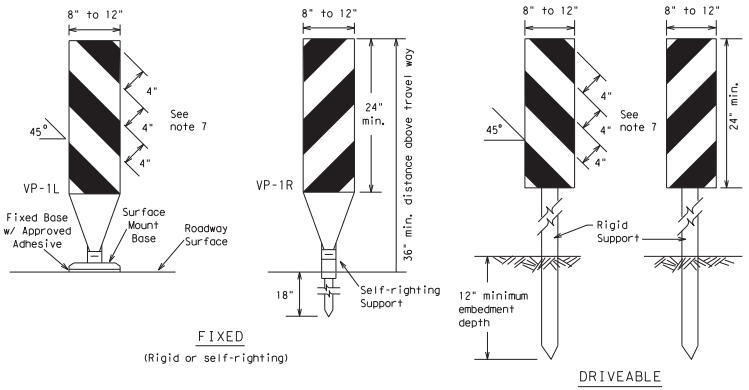
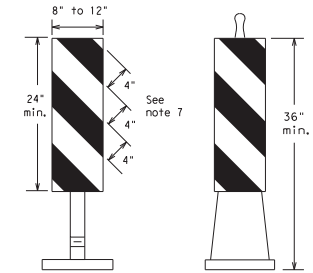


FIXED
(Rigid or self-righting)

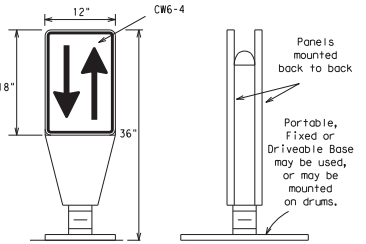
DRIVEABLE



PORTABLE

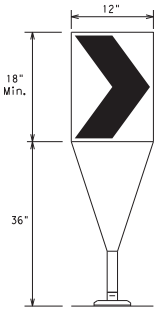
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. 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.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. 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.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

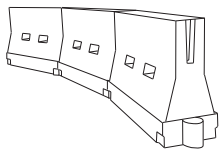
OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. 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.
3. Chevrons, when used, shall 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.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. 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)

1. 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.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. 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) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. 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 NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. 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.
3. 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.
4. 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.
5. 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 canes 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

1. 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).
2. 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.
3. 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).
4. 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.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. 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.
7. 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 **			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	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'

** 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

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Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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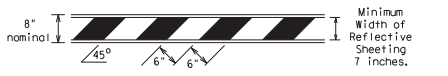
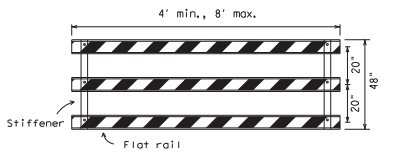
TYPE 3 BARRICADES

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 an 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 conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



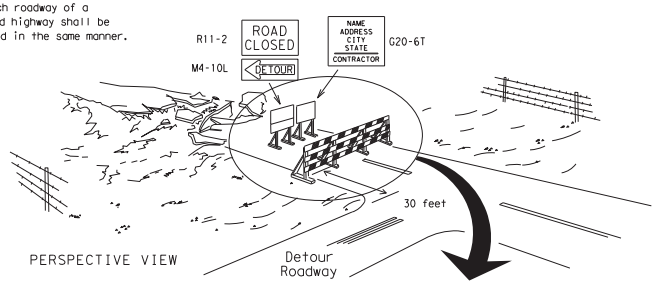
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

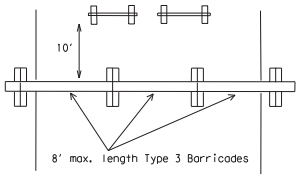
TYPICAL PANEL DETAIL
FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

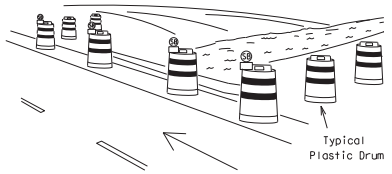
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



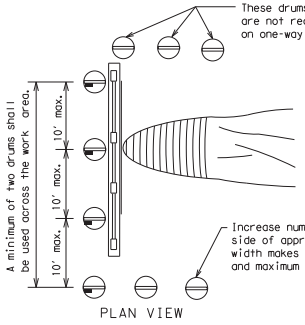
PLAN VIEW

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.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

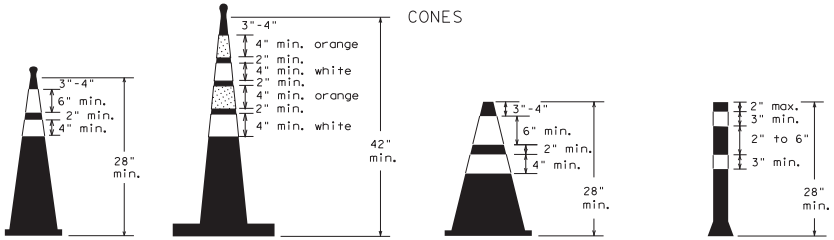


PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

1. Where positive redirectional 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.

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

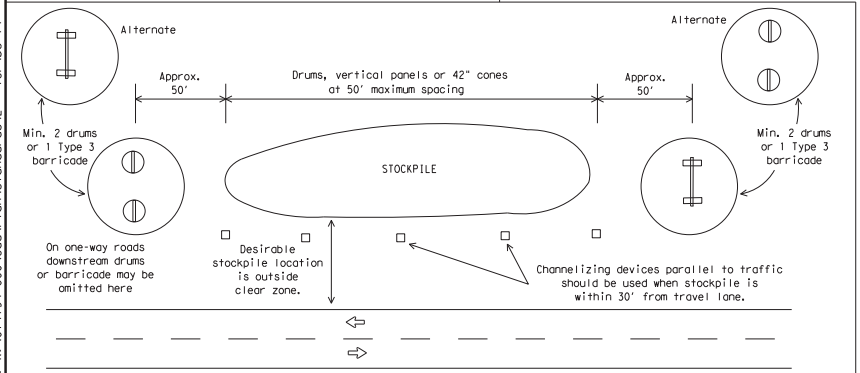


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

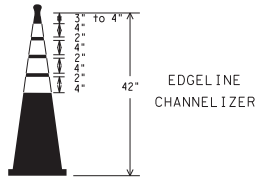
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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 used at night 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.
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 is 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.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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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 (foil back) shall meet the requirements of DMS-8240.

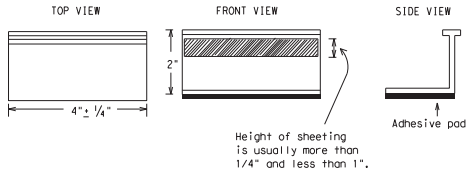
MAINTAINING WORK ZONE PAVEMENT MARKINGS

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 motorist 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. Black-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 TCP(7-1) 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).

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

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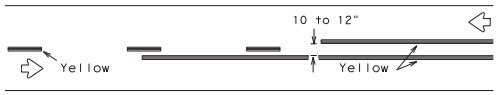
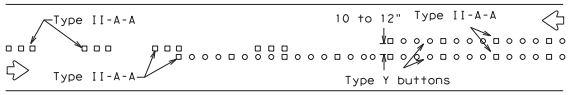
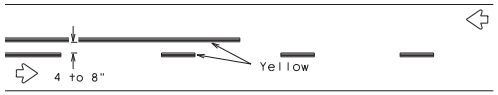
PAVEMENT MARKING PATTERNS



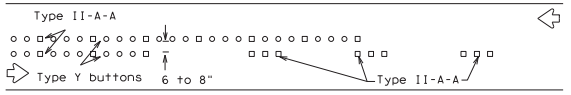
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



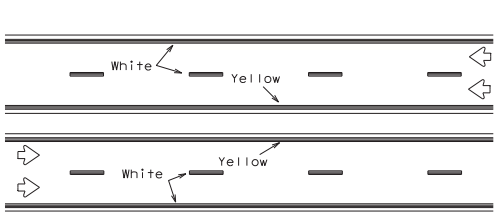
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



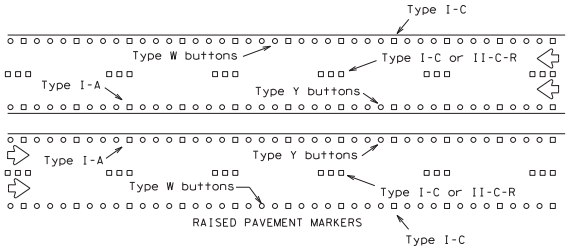
RAISED PAVEMENT MARKERS - PATTERN B

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



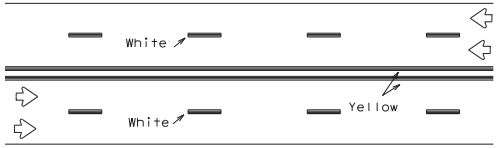
REFLECTORIZED PAVEMENT MARKINGS



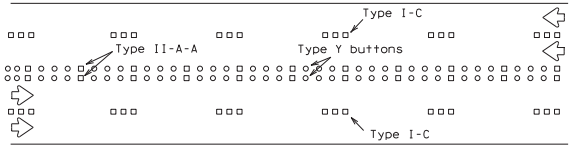
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



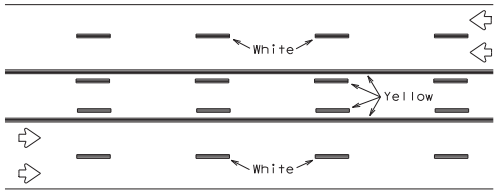
REFLECTORIZED PAVEMENT MARKINGS



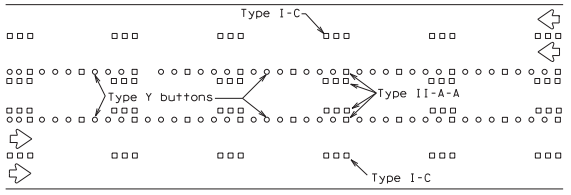
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

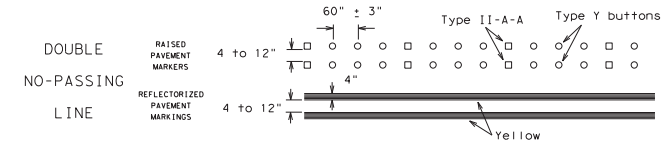


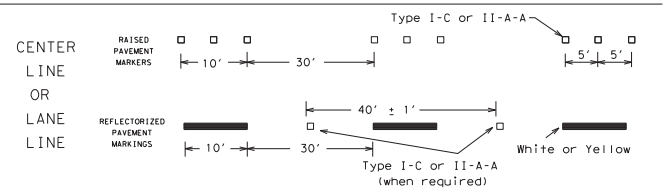
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

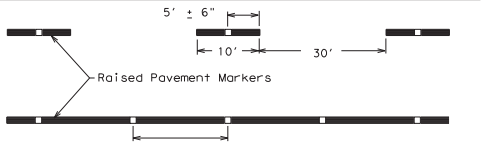
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS





REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

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."

SHEET 12 OF 12

Texas Department of Transportation

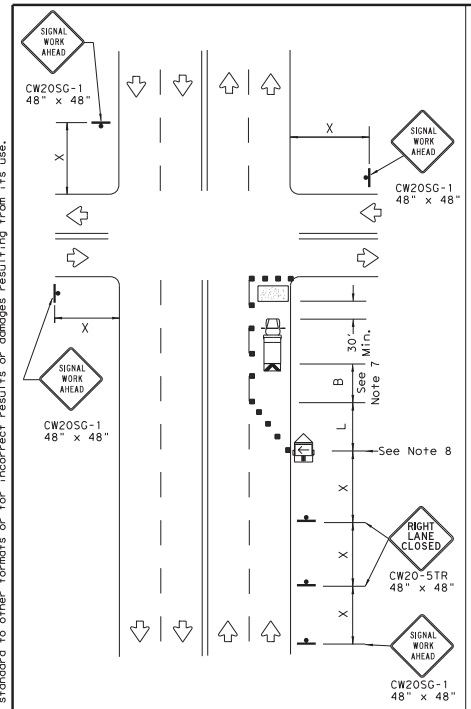
Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

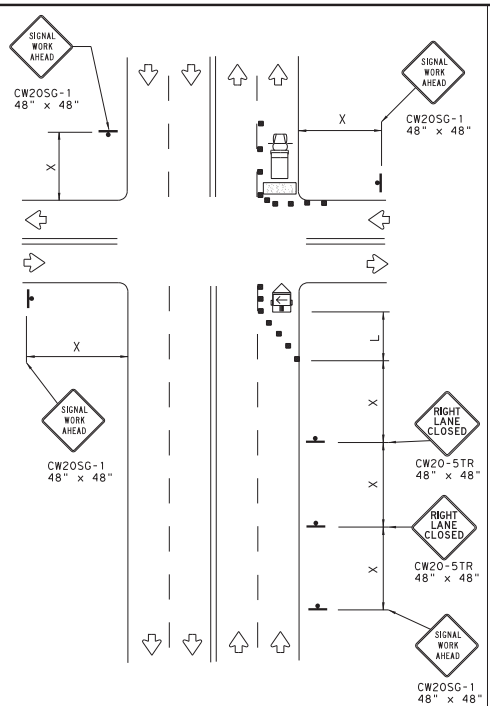
FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	0113	07	076	US 290
1-97 9-07	DIST	COUNTY		SHEET NO.
2-98 7-13	AUS	HAYS		37
11-02 8-14				

106



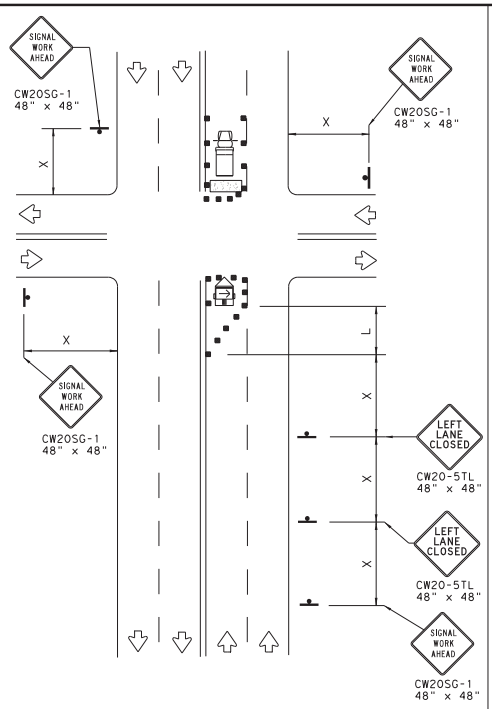
NEAR SIDE LANE CLOSURE

SHORT DURATION OR SHORT TERM STATIONARY



FAR SIDE RIGHT LANE CLOSURE

SHORT DURATION OR SHORT TERM STATIONARY



FAR SIDE LEFT LANE CLOSURE

SHORT DURATION OR SHORT TERM STATIONARY

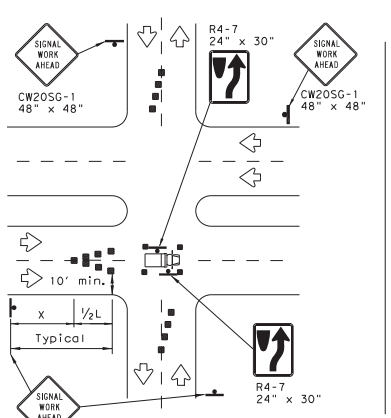
LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

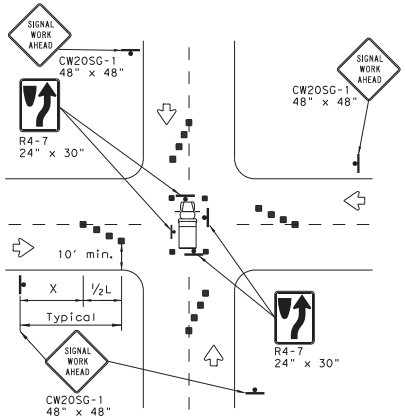
Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'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

* Conventional Roads Only

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

WORKERS IN BUCKET TRUCKS SHALL NOT WORK ABOVE OPEN LANES OF TRAFFIC.





OPERATIONS IN THE INTERSECTION

SHORT DURATION

GENERAL NOTES

1. The minimum size channelizing device is the 28" cone. 42" Two-piece cones, drums, vertical panels or barricades will be required when the device must be left unattended at night.
2. Obstructions or hazards at the work area shall be clearly marked and delineated at all times.
3. Flaggers and Flagger Symbol (CW20-7) signs may be required according to field conditions.
4. Vehicles parked in roadway shall be equipped with at least two high intensity rotating, flashing, oscillating or strobe type lights.
5. High level warning devices (flag trees) may be used at corners of the vehicle.
6. When work operations are performed on existing signals, the signals may be placed in flashing red mode when approved by the engineer. If existing signals do not have power, All-Way Stop (R1-1 and R1-3P) signs may be implemented when approved by the engineer.
7. For Short-Term Stationary work the buffer space "B" from the above table should be used if field conditions permit. For Short Duration (less than 1 hour) any buffer space provided will enhance the safety of the setup.
8. The arrow board at this location may be omitted for Short Duration work if the work vehicle has an arrow board in operation. As an option, the arrow board may be placed at the end of the taper in the closed lane if space is not available at the beginning of the taper.
9. Signs and devices for the NEAR SIDE LANE CLOSURE may be altered for a left lane closure by using a LEFT LANE CLOSED (CW20-5TL) and adding channelizing devices on the centerline to protect the work space from opposing traffic.

SHEET 1 OF 2

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC SIGNAL WORK TYPICAL DETAILS

WZ(BTS-1)-13

FILE: wzbts-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT April 1992	CONT	SECT	JOB	HIGHWAY
REVISIONS	0113	07	076	US 290
2-98 10-99 7-13	DIST	COUNTY		SHEET NO.
4-98 3-03	AUS	HAYS		38

114

DISCLAIMER:
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: DATE9/2008 3:50:10 PM
FILE: DGCOWERS\DANGUD\Cad\Plan\Standards\2 - TCP\wzbts-13 - 1.dgn

DISCLAIMER:
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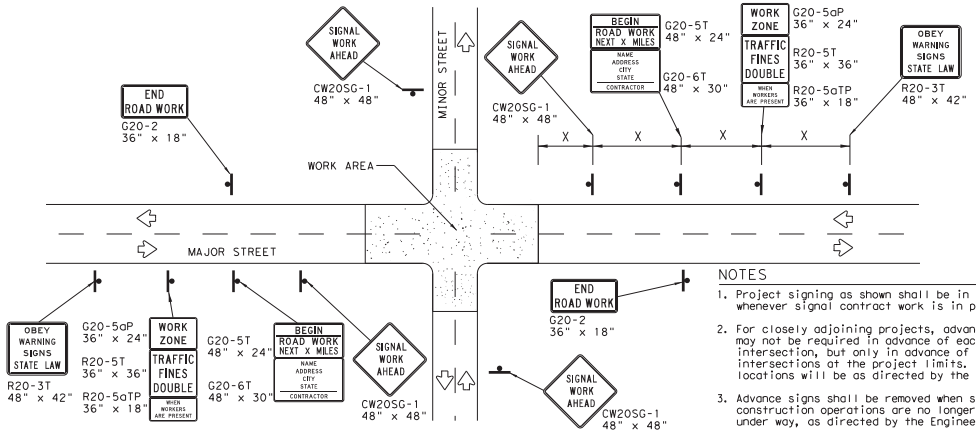


TYPICAL ADVANCE SIGNAL PROJECT SIGNING

FOR LONG TERM and INTERMEDIATE-TERM STATIONARY WORK OPERATIONS

NOTES

1. Project signing as shown shall be in place whenever signal contract work is in progress.
2. For closely adjoining projects, advance signing may not be required in advance of each intersection, but only in advance of the intersections at the project limits. Actual locations will be as directed by the Engineer.
3. Advance signs shall be removed when signal construction operations are no longer under way, as directed by the Engineer.
4. Warning sign spacing shown is typical for both directions.
5. See the Table on sheet 1 of 2 for Typical warning sign spacing.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Signs shall be installed and maintained in a straight and plumb condition.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. Nails shall NOT be used to attach signs to any support.
5. All signs shall be installed in accordance with the plans or as directed by the Engineer.
6. The Contractor shall furnish the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD).
7. The Contractor shall furnish sign supports and substrates listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD), installed as per the manufacturer's recommendations.
8. Temporary signs that have damaged or cracked substrates and/or damaged or marred reflective sheeting shall be replaced as directed by the Engineer.
9. 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".
10. Damaged wood posts shall be replaced. Splicing wood posts will not be allowed.

DURATION OF WORK

1. Work zone durations are defined in Part 6, Section 6G.02 of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

SIGN MOUNTING HEIGHT

1. Sign height of Long-term/Intermediate-term warning signs shall be as shown on Figure 6F-1 of the TMUTCD.
2. Sign height of Short-term/Short Duration warning signs shall be as shown on Figure 6F-2 of the TMUTCD.
3. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered, unless otherwise approved by the Engineer.
2. When signs are covered, the material used shall be opaque, such as heavy mil 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. Burlap, or heavy materials such as plywood or aluminum shall not be used to cover signs.
3. Duct tape or other adhesive material shall NOT be affixed to a sign face.
4. Signs and anchor stubs shall be removed and holes back filled upon completion of the work.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the requirements of the DMS and color usage table shown on this sheet.

SIGN SUPPORT WEIGHTS

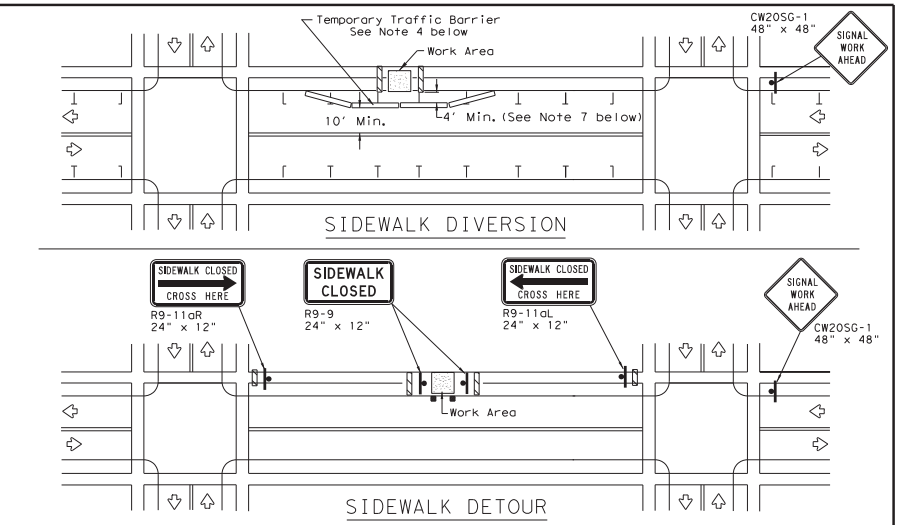
1. Weights used to keep signs from turning over should be sandbags filled with dry, cohesionless material.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects will not be permitted for use as sign support 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. Rubber, such as tire inner tubes, shall not be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fastners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

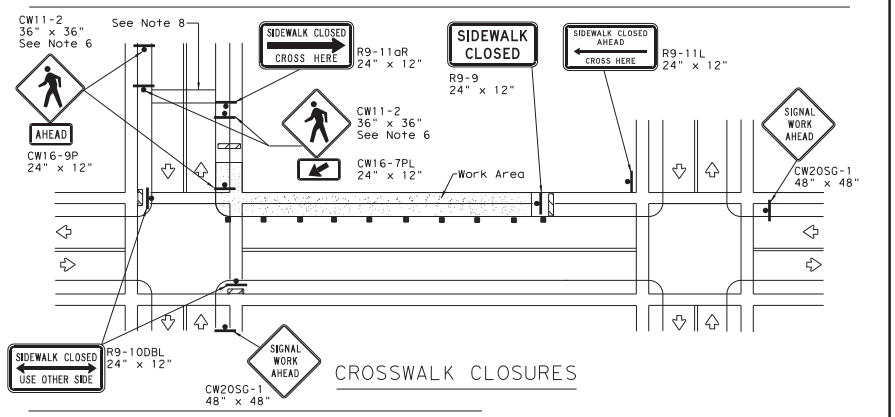
LEGEND	
	Sign
	Channelizing Devices
	Type 3 Barricade

DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
FLEXIBLE ROLL-UP REFLECTIVE SIGNS	DMS-8310

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
WHITE	BACKGROUND	TYPE A SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm





PEDESTRIAN CONTROL

1. Holes, trenches or other hazards shall be adequately protected by covering, delineating or surrounding the hazard with orange plastic pedestrian fencing or longitudinal channelizing devices, or as directed by the Engineer.
2. "CROSSWALK CLOSURES" as detailed above will require the Engineer's approval prior to installation.
3. R9 series signs shown may be placed on supports detailed on the BC standards or CWZTCD list, or when fabricated from approved lightweight plastic substrates, they may be mounted on top of a plastic drum at or near the location shown.
4. For speeds less than 45 mph longitudinal channelizing devices may be used instead of traffic barriers when approved by the Engineer. Attenuation of blunt ends and installation of water filled devices shall be as per BC(9) and manufacturer's recommendations.
5. Location of devices are for general guidance. Actual device spacing and location must be field adjusted to meet actual conditions.
6. Where pedestrians with visual disabilities normally use the closed sidewalk Detectable Pedestrian Barricades should be used instead of the Type 3 Barricades shown.
7. The width of existing sidewalk should be maintained if practical.
8. Pavement markings for mid-block crosswalks shall be paid for under the appropriate bid items.
9. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

SHEET 2 OF 2

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC SIGNAL WORK BARRICADES AND SIGNS

WZ(BTS-2)-13

FILE:	wzbts-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	April 1992	CONT	SECT	JOB	HIGHWAY
REVISIONS		0113	07	076	US 290
2-98 10-99 7-13		DIST	COUNTY		SHEET NO.
4-98 3-03		AUS	HAYS		39

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel utilizing the Sheriff's Office Continuing Education Funds for Crime Scene Specialist Melody Jaramio to attend the Advanced Forensic Techniques in Crime Scene Investigations II Course in Glynco, Georgia on March 16-27, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	$5,000.00

LINE ITEM NUMBER

01-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Crime Scene Specialist Melody Jaramio to attend the Advanced Forensic Techniques in Crime Scene Investigations II Course in Glynco, Georgia on March 16-27, 2020.
This course will offer CSS Jaramio with advanced laboratory and crime scene exercises to achieve a higher level of proficiency in documenting, processing, and preserving complex items of evidence, as well as the management and coordination of a complex crime scene.
Funding for registration and travel expenses including lodging, per diem, and airfare fees will be paid for out of the Sheriff's Office Continuing Education Fund.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Ricoh USA, Inc. for $774.54 for the Sheriff's Office related to copier repairs where no purchase order was issued as required per the County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	$774.54

LINE ITEM NUMBER

001-618-00.5411

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is requesting approval of Ricoh USA, Inc. invoice # 1084430396 for $774.54 for copier repair services. At the time of service, a repair quote was not provided by the vendor. An invoice was received and the S.O. does not have a purchase order in place as per the County Purchasing Policy. Funding for service is available in the Sheriff's Office Equipment Maintenance & Repair general ledger.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve and accept the 2019 Racial Profiling Report for the Hays County Constable Office, Precinct 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Ray Helm	SHELL	N/A

SUMMARY

Present the Yearly Racial Profiling Packet to the Commissioners.

Racial Profiling Report | Full

Reporting Date: 02/25/2020

Agency Name: HAYS CO. CONST. PCT. 3
TCOLE Agency Number: 209103

Chief Administrator: RAYMOND E. HELM III

Agency Contact Information:
Phone: (512) 847-5532
Email: ray.helm@co.hays.tx.us

Mailing Address:
P. O. BOX 1316
200 Stillwater Road
WIMBERLEY, TX 78676-1316

This Agency filed a full report

HAYS CO. CONST. PCT. 3has adopted a detailed written policy on racial profiling. Our policy:

1.) clearly defines acts constituting racial profiling;

2.) strictly prohibit peace officers employed by the HAYS CO. CONST. PCT. 3 from engaging in racial profiling;

3.) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 3 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. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 3 policy adopted under this article;

6.) require collection of information relating to motor vehicle stops in which a 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; and
c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require 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.

Executed by: Ray Helm, Constable

Date: 02/25/2020

Total stops: 329

Gender	
Female	137
Male	192
Race / Ethnicity	
Black	8
Asian / Pacific Islander	0
Hispanic / Latino	275
White	43
Alaska Native / American	0
Was race or ethnicity known prior to stop?	
Yes	2
No	327
Reason for stop?	
Violation of law	0
Preexisting knowledge	0
Moving traffic violation	329
Vehicle traffic violation	0
Street address or approximate location of the stop	
City street	72
US highway	0
County road	68
State highway	189
Private property or other	0
Was a search conducted?	
Yes	328
No	1
Reason for Search?	
consent	0
contraband	0
probable	0
inventory	0

ncident to arrest	1

Was Contraband discovered?

Yes	0
No	329

Description of contraband

Drugs	0
Currency	0
Weapons	0
Alcohol	0
Stolen property	0
Other	0

Result of the stop

Verbal warning	0
Written warning	133
Citation	193
Written warning and arrest	0
Citation and arrest	1
Arrest	0

Arrest based on

Violation of Penal Code	1
Violation of Traffic Law	0
Violation of City Ordinance	0
Outstanding Warrant	0

Was physical force resulting in bodily injury used during stop?

Yes	0
No	329

Submitted electronically to the

The Texas Commission on Law Enforcement

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of Proposals from Beckwith Electronic Systems, LLC for the AV video/audio upgrade & Annotation Equipment for District Courtroom #5 as budgeted and allow an exemption from the bidding process pursuant to Texas Local Government Code 262.024A (7) (D).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	$98,586

LINE ITEM NUMBER

001-608-00.5712_700

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires discretionary exemption pursuant to Texas Local Government Code 262.024A (7) (D)

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill/Judge Steel	INGALSBE	N/A

SUMMARY

The A/V retrofit and presentation annotation for District Courtroom #5 was approved and budgeted during the FY20 budget process. Beckwith Electronics Systems was the contractor used during the Government Center build out of the current courtrooms that are in use. The system was customized for our District and County Court at Law Judges in order to provide consistency throughout all courtrooms. Additionally, Beckwith installed the wiring and configuration for the remaining courtrooms for future build outs. Due to the existing infrastructure that was put in place, it is necessary to utilize the same contractor to complete the upgrade for District Courtroom #5.

Attachment: Beckwith Electronics Proposals

Proposal

DATE: 14-May-19

Beckwith ELECTRONIC SYSTEMS, LLC

SOLD TO		PROJECT LOCATION	
	Hays County Government Center		Hays County Gov Center - CR #5 Upgrades
	610 Stagecoach Trail		712 South Stagecoach Trail
	San Marcos, TX 78666		San Marcos,TX 78666
ATTN	Tim Shaffer		
Tel #	5129262000		

Customer Reference Name	Hays County Gov Center - CR #5 Upgrades
Proposal Number	FA-BESLLC-2019-1446

PAYMENT TERMS	TRADE TERMS
Net 30 days	F.O.B. Jobsite

Beckwith is a State of Texas HUB and SCTRCA certified as HABE, MBE and SBE.

Scope Of Work:

Price includes addition of presentation annotation functions. A Samsung Galaxy View2 17" tablet will be utilized for the annotation surface so that it can be shared among users in the courtroom, producing the image being broadcast to all displays showing "public" content. Annotations will broadcast to all of these same displays when annotation tools from Pointmaker app are used. Images will be able to be saved as "screenshots", allowing for entry into archive files.

3	DM-DGE-200-C	Crestron	Digital Graphics Engine 200 with 4K DM 8G+ Input
1	Galaxy View2	Samsung	17.3 Touchscreen Tablet w/ Full HD display
1	CR 100	WilliamsAV	Pointmaker CR-100 Annotation Appliance

Total Cost **$ 17,254.00**

Proposal

DATE: 14-May-19

Beckwith ELECTRONIC SYSTEMS, LLC

SOLD TO		PROJECT LOCATION	
	Hays County Government Center		Hays County Gov Center - CR #5 Upgrades
	610 Stagecoach Trail		712 South Stagecoach Trail
	San Marcos, TX 78666		San Marcos,TX 78666
ATTN	Tim Shaffer		
Tel #	5129262000		

Customer Reference Name	Hays County Gov Center - CR #5 Upgrades
Proposal Number	FA-BESLLC-2019-1448

PAYMENT TERMS	TRADE TERMS
Net 30 days	F.O.B. Jobsite

Exclusions:

1 All the rough-in equipment , J-boxes, painted j-boxes, conduit, inner duct, stub ups, bushings, access panels, penetrations, fire penetrations, fire caulking, any required lifts, hoisting, or scaffolding and 120vac will be provided and installed by others.

2 This proposal includes no provisions for asbestos and/or lead based paint abatement. All work areas should be Certified to be free from asbestos materials and lead based paint. Any work areas containing asbestos and lead based paint should be professionally abated prior to Beckwith beginning work. Any delays or work extensions related to asbestos and/or lead based paint abatement operations fall outside of the scope of this proposal. Any additional costs resulting from these delays will be billed to customer separately.

3 This proposal does not include pricing for working in an infection control environment. If that is required a separate proposal can be provided.

4 All Beckwith work will be done during normal working hours, Monday thru Friday, 7:30am to 4:00pm. If overtime is required due to a contractor failing to complete their work in a timely fashion, or for whatever reason, Beckwith's additional labor costs shall be considered an "additional charge" and charged to the customer.

Terms:

1 **This bid is conditioned upon the parties entering into a mutually acceptable written agreement; signed Beckwith Proposal meets this criteria.**

2 This bid does not include Bid, Payment or Performance Bond.

3 This bid does not include any fees assessed by Special Insurance Programs.

4 Unpaid invoices greater than sixty (60) days past due may result in lien on property. If an affidavit claiming a lien is filed, a $500 filing/release of lien fee will be due prior to any lien being released.

5 A project completion schedule or project completion date will be required before Beckwith can proceed; deviation from this completion date which requires additional labor or overtime to complete the accelerated completion will result in additional costs paid for by the customer.

6 If additional fire alarm inspections are required due to partial building inspection, these additional cost will be paid for by the customer.

7 Installation of detectors during construction shall be protected from debris, dust, dirt, and damage in accordance with manufacturer's recommendations and the current adoption of NFPA 72. Cleaning and/or replacement of smoke detectors installed prior to final building cleanup will be cleaned and/or replaced by Beckwith and paid for by the customer.

6 Beckwith is not responsible for performing additional testing or service unless requested in writing from customer. Customer agrees to pay for these additional

9 Beckwith is not responsible for false alarms or false alarm fines.

10 **CUSTOMER AGREES AND UNDERSTANDS THAT BECKWITH IS NOT AN INSURER AND IS NOT RESPONSIBLE FOR ACTS OR OMMISSIONS OF OTHERS, OR FOR EVENTS BEYOND THE CONTROL OF BECKWITH INCLUDING FALSE ALARMS.**

11 Upon credit approval; terms are net upon receipt.

12 1.5% per month (18%annualy) will be charged on all past due invoices, 30 days from invoice date.

13 Return goods are subject to 25% restocking charges and no credit will be allowed on goods returned without written authorization from Beckwith.

14 F.O.B.: Jobsite

15 This proposal is valid for 30 days from the date herein.

Warranty:

Beckwith provides a one (1) year non-transferable warranty from the date of substantial completion or the owner getting beneficial use of the system or from the date of the final fire inspection.

DISCLAIMER AND EXCLUSION OF WARRANTIES:

There are no warranties extending beyond the description or face hereof. Any implied warranty of merchantability and/or of fitness for a particular purpose are hereby excluded and disclaimed. In case of defects or alleged defects, the damages claimed shall be limited solely to the replacement or repair of the allegedly defective product or workmanship. Damages claimed shall not include any incidental or consequential damages or expenses. Beckwith shall not be liable for and the parties agree that no attorney's fees will be sought against Beckwith arising out of the materials installed or labor performed by Beckwith.

Proposal

DATE: 14-May-19

Beckwith
ELECTRONIC SYSTEMS, LLC

SOLD TO		PROJECT LOCATION	
	Hays County Government Center		Hays County Gov Center - CR #5 Upgrades
	610 Stagecoach Trail		712 South Stagecoach Trail
	San Marcos, TX 78666		San Marcos,TX 78666
ATTN	Tim Shaffer		
Tel #	5129262000		

Customer Reference Name	Hays County Gov Center - CR #5 Upgrades
Proposal Number	FA-BESLLC-2019-1448

PAYMENT TERMS	TRADE TERMS
Net 30 days	F.O.B. Jobsite

Insurance:

For the work contracted with Beckwith, Beckwith agrees to provide Contractor with a Certificate of Insurance with following limits:

A.M. Best Rating A (Excellent) XV ($2 Billion or Greater)

General Liability	
$1,000,000	Per Occurrence
$2,000,000	Aggregate/Per Project
$2,000,000	Products and Completed Operations
$1,000,000	Personal Advertising Liability
$300,000	Fire Legal Liability/Damage to premises rented to you
$10,000	Medical Exp (Any one person)

Business Auto Liability	
$1,000,000	Combined Single Limit
$1,000,000	Non-Owned and Hired Car Coverage

Worker's Compensation	Employees Liability Insurance
$1,000,000	E.L. Each Accident
$1,000,000	E.L. Disease - Each Employee
$1,000,000	E.L. Disease - Policy Limit

Umbrella	
$5,000,000	Per Occurrence & Aggregate

All Insurance Coverages Shall Provide:

1. 30 Day Written Notice of Cancellation.
2. Waiver of Rights of Subrogation in Favor of (Your Company Name) as per written contract.
3. "Additional Insured" Endorsement on Business Auto Policy, Commercial General Liability Policy, & Commercial Umbrella Policy as per written contract. On the CGL Policy, (Your Company Name) must be named as additional insured for ongoing and completed work.
4. Primary and Non-Contributory wording on Additional Insured Endorsements as per written contract.

Before any commencement of activity to this contract, a Certificate of Insurance will be delivered to the Contractor's office as shown above.

RESPECTFULLY SUBMITTED BY:

Chad Tanner

Chad Tanner
Electronic System Sales

ACCEPTED: YOU MAY INSTALL/FURNISH THE EQUIPMENT AS OUTLINED IN THE ABOVE PROPOSAL.

FIRM NAME: _____ P.O.#: _____

BY: _____ DATE: _____

Proposal

DATE: 14-May-19

Beckwith ELECTRONIC SYSTEMS, LLC

SOLD TO		PROJECT LOCATION	
	Hays County Government Center		Hays County Gov Center - CR #5 Upgrades
	610 Stagecoach Trail		712 South Stagecoach Trail
	San Marcos, TX 78666		San Marcos,TX 78666
ATTN	Steve Thomas		
Tel #	5129262000		

Customer Reference Name	Hays County Gov Center - CR #5 Upgrades
Proposal Number	FA-BESLLC-2019-1448

PAYMENT TERMS	TRADE TERMS
Net 30 days	F.O.B. Jobsite

Beckwith is a State of Texas HUB and SCTRCA certified as HABE, MBE and SBE.

Scope Of Work:

Price Includes Crestron Digital Media upgrade in Courtroom #5. Work includes replacement of Extron switching and control equipment to Crestron DM to allow for more fluid control as in recently upgraded courtrooms 6, 7, 9 and 10. The original equipment was installed in 2010-2011 and will increasingly become outdated as media needs evolve.

This proposal also includes replacement Christie DWU-E projectors with new Epson G6900WU (or latest similar model) and cable connectivity components (with new retracting mechanism type) in both council tables. New projectors will be fitted with the proper lenses.

Qty	Part #	Manufacturer	Description
2	G6900	Epson	WUXGA 3LCD Projector (6000 lumens)
1	TST-902	Crestron	8.7" Wireless Touch Screen
2	HD-DA4-4KZ-E	Crestron	DA4 HDMI 4-output distribution amplifier
2	DMC-4KZ-HD	Crestron	4K HDMI input card
5	DMC-4KZ-C	Crestron	HDBaseT input card
4	DMC-4KZ-CO-HD	Crestron	2-channel HDBaseT output card
8	DM-RMC-4KZ-100-C	Crestron	DM receiver/controller 100
1	CEN-SW-POE-5	Crestron	5-port PoE Switch
1	DM-MD16X16	Crestron	16x16 DigitalMedia Switcher
1	DMC-4K-HDO	Crestron	2-Channel 4K Scaling HDMI Output Card
1	DMC-4K-CO-HD-HDCI	Crestron	2-Channel HDBaseT Output Card
5	DM-TX-201-C	Crestron	DM Transmitter 201
2	CBL-HD-6	Crestron	Interface Cable, 6'
4	DM-CBL-8G-NP-SP50	Crestron	DM 8G Cable, non-plenum, 500'
1	DM-8G-CONN-100	Crestron	Connectors for DM 8G Cable, 100-pk
2	60-1356-02	Extron	USB PowerPlate 200 AC AAP
2	70-092-11	Extron	Two RCA Female to Solder Cups
2	70-1065-03	Extron	Retractor, Network
2	70-1065-11	Extron	Retractor, VGA-A
2	70-1065-04	Extron	Retractor, HDMI
2	70-1039-01	Extron	Cable Cubby Cable-AAP Bracket Kit
2	70-1080-03	Extron	Cable Cover, small

Total Cost

$ 81,332.00

Proposal

DATE: 14-May-19

Beckwith ELECTRONIC SYSTEMS, LLC

SOLD TO		PROJECT LOCATION	
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ATTN	Steve Thomas		
Tel #	5129262000		

Customer Reference Name	Hays County Gov Center - CR #5 Upgrades
Proposal Number	FA-BESLLC-2019-1448

PAYMENT TERMS	TRADE TERMS
Net 30 days	F.O.B. Jobsite

Exclusions:

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2 This proposal includes no provisions for asbestos and/or lead based paint abatement. All work areas should be Certified to be free from asbestos materials and lead based paint. Any work areas containing asbestos and lead based paint should be professionally abated prior to Beckwith beginning work. Any delays or work extensions related to asbestos and/or lead based paint abatement operations fall outside of the scope of this proposal. Any additional costs resulting from these delays will be billed to customer separately.

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7 Installation of detectors during construction shall be protected from debris, dust, dirt, and damage in accordance with manufacturer's recommendations and the current adoption of NFPA 72. Cleaning and/or replacement of smoke detectors installed prior to final building cleanup will be cleaned and/or replaced by Beckwith and paid for by the customer.

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14 F.O.B.: Jobsite

15 This proposal is valid for 30 days from the date herein.

Warranty:

Beckwith provides a one (1) year non-transferable warranty from the date of substantial completion or the owner getting beneficial use of the system or from the date of the final fire inspection.

DISCLAIMER AND EXCLUSION OF WARRANTIES:

There are no warranties extending beyond the description or face hereof. Any implied warranty of merchantability and/or of fitness for a particular purpose are hereby excluded and disclaimed. In case of defects or alleged defects, the damages claimed shall be limited solely to the replacement or repair of the allegedly defective product or workmanship. Damages claimed shall not include any incidental or consequential damages or expenses. Beckwith shall not be liable for and the parties agree that no attorney's fees will be sought against Beckwith artsing out of the materials installed or labor performed by Beckwith.

Proposal

DATE: 14-May-19

Beckwith ELECTRONIC SYSTEMS, LLC

SOLD TO		PROJECT LOCATION	
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ATTN	Steve Thomas		
Tel #	5129262000		

Customer Reference Name	Hays County Gov Center - CR #5 Upgrades
Proposal Number	FA-BESLLC-2019-1448

PAYMENT TERMS	TRADE TERMS
Net 30 days	F.O.B. Jobsite

Insurance:

For the work contracted with Beckwith, Beckwith agrees to provide Contractor with a Certificate of Insurance with following limits:

A.M. Best Rating A (Excellent) XV ($2 Billion or Greater)

General Liability	
$1,000,000	Per Occurrence
$2,000,000	Aggregate/Per Project
$2,000,000	Products and Completed Operations
$1,000,000	Personal Advertising Liability
$300,000	Fire Legal Liability/Damage to premises rented to you
$10,000	Medical Exp (Any one person)

Business Auto Liability	
$1,000,000	Combined Single Limit
$1,000,000	Non-Owned and Hired Car Coverage

Worker's Compensation	Employees Liability Insurance
$1,000,000	E.L. Each Accident
$1,000,000	E.L. Disease - Each Employee
$1,000,000	E.L. Disease - Policy Limit

Umbrella	
$5,000,000	Per Occurrence & Aggregate

All Insurance Coverages Shall Provide:

1. 30 Day Written Notice of Cancellation.
2. Waiver of Rights of Subrogation in Favor of (Your Company Name) as per written contract.
3. "Additional Insured" Endorsement on Business Auto Policy, Commercial General Liability Policy, & Commercial Umbrella Policy as per written contract. On the CGL Policy, (Your Company Name) must be named as additional insured for ongoing and completed work.
4. Primary and Non-Contributory wording on Additional Insured Endorsements as per written contract.

Before any commencement of activity to this contract, a Certificate of Insurance will be delivered to the Contractor's office as shown above.

RESPECTFULLY SUBMITTED BY:

Chad Tanner

Chad Tanner
Electronic System Sales

ACCEPTED: YOU MAY INSTALL/FURNISH THE EQUIPMENT AS OUTLINED IN THE ABOVE PROPOSAL.

FIRM NAME: _____ P.O.#: _____

BY: _____ **DATE:** _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2020 1st Quarter financial reporting.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	N/A

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to KONE Inc. for $790.14 for the Building Maintenance Department related to elevator repairs located at the Government Center in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	$790.14

LINE ITEM NUMBER

001-695-00.5451

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance approved repairs to an elevator located at the Government Center in the amount of $790.14 and failed to obtain a purchase order as required per County Purchasing Policy. Funds are available in their operating budget for this expense.

Attachment: KONE Invoice #1157944798

INVOICE

Page: 1 of 1

KONE

Invoice number: 1157944798 **Invoice Date:** 02/13/2020 **Customer PO No:** None **KONE Order No:** 214486959 **Service Order:** 9AUS13820451 **Date work performed:** 01/31/2020	**Area Office:** AUSTIN - 510 2101 East St Elmo Bldg 3 Ste 315 AUSTIN TX 78744 Ph: 512-443-0967 Fax: 512-443-0975 **KONE Inc., Federal** 36 2357423
Bill To: HAYS COUNTY GOVERNMENT CENTER 712 S STAGECOACH TRL STE 1204 SAN MARCOS TX 78666 USA	**Location/Project:** HAYS COUNTY GOVERNMENT CENTER 712 SOUTH STAGECOACH TRL SAN MARCOS TX 78666 USA
Payment Terms: Net 30	

Junior Aguirre called on 1/30/2020 at 11:37 AM reporting 2 PASSENGER ELEVATOR was shut down. When we arrived on 1/31/2020 at 8:10 AM the unit was at floor with the doors closed. We adjusted the brake. Upon leaving at 9:25 AM we left the elevator in service.

LABOR	$	**767.36**
EXPENSE	$	**22.78**
Subtotal	$	**790.14**
Total Invoice Amount	$	**790.14**

Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

KONE

Payer: HAYS COUNTY GOVERNMENT CENTER 712 S STAGECOACH TRL STE 1204 SAN MARCOS TX 78666 USA	**Invoice number:** 1157944798 **Invoice Date:** 02/13/2020 **Customer Number:** 13167696 **KONE Order No:** 214486959 **Area Office No:** U510 **Billing Type:** YL2
Remit to: KONE Inc 4156 P O BOX 894156 LOS ANGELES, CA 90189-4156 *Use this address for payments only. Direct calls and area correspondence to our area office above.*	***Amount paid if different than invoice amount: $*** ***INVOICE AMOUNT: $ 790.14***

1157944798000000790145

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of the Revised FY 2020 Texas Indigent Defense Commission (TIDC) Indigent Defense Coordinator (IDC) Statement of Grant Award.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	N/A

LINE ITEM NUMBER

001-899-99-125-]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CRUMLEY	SHELL	N/A

SUMMARY

Commissioners' Court authorized the acceptance of this grant on October 1, 2019 and authorized a grant budget adjustment on December 17, 2019 which enabled Commissioners' Court to accept additional funds to cover fringe benefits that were initially omitted from the original grant request.

These funds will provide support to the Indigent Defense Coordinator (IDC) who improves the appointment process and provides documentation that Hays County is in compliance with the Fair Defense Act. Grant funds total $67,446 and a $16,862 cash match for a total of $84,308. Matching funds were budgeted during the FY20 budget process. The revised FY2020 Improvement Grant Statement of Grant Award will be signed and returned via email on or before March 15, 2020.
.

Attachment: Revised FY 2020 Statement of Grant Award

TEXAS INDIGENT DEFENSE COMMISSION

Revised FY2020 Improvement Grant
Statement of Grant Award

Grant Number:	212-20-**D9H**
Grantee Name:	Hays County
Program Title:	Indigent Defense Coordinator Program
Grant Period:	10/1/2019-9/30/2020
Grant Award Amount:	~~$61,341~~ **$67,446**

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 Co~~mmission by Augu~~st 15, 2019 **March 15, 2020**. 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:	Original Award	**Revised Award**
1) Personnel (Total Number of FTEs: 1)	~~$49,913~~	$49,913
2) Fringe Benefits (max, depending on insurance cost)	~~$10,217~~	$22,279
3) Travel and Training	~~$1,700~~	$2000
4) Equipment	~~$11,846~~	$7,016
5) Supplies	~~$3,000~~	$3,100
6) Contract Services		
7) Indirect Costs		
Total Proposed Costs	~~$76,676~~	**$84,308**
Less Cash from Other Sources- County Match	~~$15,335~~	**$16,862**
Total Amount Funded by Commission	~~$61,341~~	**$67,446**

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 2019, 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, 2019.

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	097494884
	Official County Mailing Address
Address (line 1)	712 S. Stagecoach Trail
Address (line 2 if needed)	Suite 1045
City	San Marcos
State	TX
ZIP	78666

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 recive an award.)

- [x] Must perform all appointments (in and out of court) as the designee of the judge or judges
- [x] Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments
- [x] Must report summary of appointment data to judges at least monthly
- [x] 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
- [x] Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules
- [x] Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval
- [x] Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts
- [x] Report directly to the judges (rural) or board of judges (mid-size or urban)
- [x] 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
- [x] Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (urban)

TIDC Indigent Defense Coordinator
Budget Breakdown

Budget Sub-Category	Amount
Base Salary	$49,913.00
Fringe Benefits[1]	$10,477.00
Insurances	$11,802.00
Desk	$1,800.00
Filing Cabinets	$600.00
Book Shelf	$200.00
Office Chair	$250.00
VDI (Desktop Computer)	$540.00
27" Monitor x2	$490.00
Laptop w/Docking Station	$1,509.00
Speakers	$25.00
Printer (HP LaserJet Pro)	$500.00 (Price increased to cover inflation)
Scanner (Fujitsu FI-7180)	$1,642.00
Copier Lease[2]	$3,200.00 (yearly)
Mifi Personal Hotspot	$0.00 (Service paid for by I.T.)
Office Phone (Landline)	$600.00 (yearly)
Cell Phone	$600.00 (yearly)
Adobe Pro License	$400.00
General Office Supplies[3]	$5500.00
Travel	$500.00
Training	$1,500.00

Total Amount: **$92,048.00**
County's Match at 20%: **$18,409.60**

TIDC approved budget of excludes $3200 annual copier lease, desktop PC (requested in addition to approved laptop+docking station+dual monitors), printing/forms and postage included in supplies line and detailed in footnote below.

[1] The fringe benefits broken down are social security at $3,094.00, Medicare at $723.74 and. Retirement at $6,398.83.
[2] For a large Xerox printer/copier/fax.
[3] Postage was calculated into the cost of General Office Supplies at $2000.00 and printing/forms cost at $2000.00.

Timeline for Reporting and Fund Distribution

Reports will be submitted through the TIDC grant management website at tidc.tamu.edu

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2019 through December 2019	Grant Expenditure Report Progress report	January 15, 2020	February 2020
January 2020 through March 2020	Grant Expenditure Report Progress report	April 15, 2020	May 2020
April 2020 through June 2020	Grant Expenditure Report Progress report	July 15, 2020	August 2020
July 2020 through September 2020	Expenditure Report Progress report	October 15, 2020	November 2020

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize an amendment to the contract with West Thomson Reuters for online legal research services as budgeted for the Law Library.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	$5,367.92

LINE ITEM NUMBER

084-690-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Barron	INGALSBE	N/A

SUMMARY

Submitted for the Commissioners Court consideration is an amendment to the existing contract for electronic research subscription services, Westlaw, from Thomson Reuters for the Law Library. The contract modification upgrades the Westlaw Patron Access terminals from Westlaw to Westlaw Edge. Westlaw Edge is latest version of the software. The amendment will add two new features, West Search Plus and National Reporter Images that will make it easier for users to research and download resources in the Law Library.

West Search Plus on Westlaw Edge is a predictive search feature that helps you find information faster and provides search suggestions that may not have been considered. This feature will be beneficial to our patrons that are not attorneys and need to conduct research for their own case. National Reporter Images allows users to download a PDF format copy of cases with page numbers and footnotes. Additionally, upgrading our subscription now will lock in current prices and avoid future increases.

Funds for the upgrade and additional features were planned and budgeted in the FY20 budget process.

Attachment: Thomson Reuters Quote
State Contract: DIR-LGL-CALIR-02 (TXMS)

THOMSON REUTERS

Order Form Order ID: Q-00699127

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Account Address
Account #: 1003226965
HAYS COUNTY LAW LIBRARY
PATRON ACCESS COURTHOUSE
712 STAGECOACH TRL STE 2026
SAN MARCOS TX 78666-5071 US

Shipping Address
Account #: 1003226965
HAYS COUNTY LAW LIBRARY
PATRON ACCESS COURTHOUSE
712 STAGECOACH TRL STE 2026
SAN MARCOS TX 78666-5071 US

Billing Address
Account #: 1003226965
HAYS COUNTY LAW LIBRARY
PATRON ACCESS COURTHOUSE
712 STAGECOACH TRL STE 2026
SAN MARCOS, TX 78666-5071 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Modifications

Service Number	Product	Agreement Number	New Monthly Charge
40757482	Existing ProFlex	0000114195	$4,296.99

If this modification is of a WestlawPRO Select product or ProFlex under a current WestPack, this Agreement serves as a modification of the Principal product.

If you are licensing banded products, you certify that the number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students provided to us in the attached form is accurate and complete as of the date you signed this document. Pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to issue additional passwords and increase your Monthly Charges to the price for the correct band.

The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Order Form including, but not limited to, annual Monthly Charges increases and the length of the term remain unchanged

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf
In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-00699127

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

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This Order Form will expire and will not be accepted after 4/6/2020.

THOMSON REUTERS

Attachment Order ID: Q-00699127

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1003226965
SA ID: TX CALIR MSA-WEST DIR-LGL-CALIR-02 (TXMS)

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: MELODY BARRON
Email: melody.barron@co.hays.tx.us

eBilling Contact
Contact Name MELODY BARRON
Email **melody.barron@co.hays.tx.us**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003226965	HAYS COUNTY LAW LIBRARY	712 STAGECOACH TRL STE 2026 SAN MARCOS TX 78666-5071 US	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Quantity	Unit	Subscription Type
42733146 42733145	Pat Acc Patron Access Edge - National Core (WestlawPRO™)		4	Seats	New
42115621 42115622	Pat Acc - National Core for Patron Access	0000114195	4	Each	Lapsed
42115618 42115617	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)	0000114195	4	Seats	Exist
42115623 42115624	Pat Acc - Litigation for Patron Access	0000114195	4	Seats	Exist
42115625 42115626	GVT Pat Acc Practical Law For Patron Access	0000114195	4	Seats	Exist
42122480 42122501	Pat Acc Drafting Assistant Essential for Patron Access (Westlaw™ PRO)	0000114195	4	Seats	Exist
40757482 40757481	West Proflex	0000114195	1	Each	Exist
42115619 42115620	Pat Acc - National Reporter Images for Patron Access		4	Seats	New

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
MELODY	BARRON	melody.barron@co.hays.tx.us	EML PSWD CONTACT
MELODY	BARRON	melody.barron@co.hays.tx.us	PATRON ACC TECH CONT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42115622	Pat Acc - National Core for Patron Access

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFP 2020-P07 Bank Depository and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey	BECERRA	N/A

SUMMARY

Hays County is requesting proposals from highly qualified banks to serve as depository for the County.

Attached:
RFP 2020-P07 Bank Depository
Attachment A: Hays County Investment Policy
Attachment B: Hays County Collateral Security Agreement

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFP 2020-P07 **Bank Depository**	**Date Issued: March 4, 2020**

SOLICITATION

Respondents must submit proposals as listed: one (1) original and one (1) digital copy on a thumb drive
Proposals will be received at the Hays County Purchasing Office at the address shown above until:
12:00 p.m. local time March 26, 2020
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 p.m. on March 18, 2020	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

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

Important: Award notice may be made on this form or by other Authorized official written notice.

	Attest:	Approved as to Form:
_____	_____	_____
Ruben Becerra, Hays County Judge	Elaine Cardenas, Hays County Clerk	Hays County Office of General Counsel

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Attachments
- A. Hays County Investment Policy
- B. Hays County Collateral Security Agreement

I. RFP Submittal Checklist

This checklist is provided for the Vendor's 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.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

____ 1. Solicitation, Offer and Award completed and signed

____ 2. Vendor Reference Form

____ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed

____ 4. Conflict of Interest Questionnaire completed and signed

____ 5. Code of Ethics signed

____ 6. HUB Practices signed

____ 7. House Bill 89 Verification signed and notarized

____ 8. Senate Bill 252 Certification

____ 9. Debarment & Licensing Certification signed and notarized

____ 10. Vendor/Bidder's Affirmation completed and signed

____ 11. Related Party Disclosure Form

____ 12. Proposal Application

____ 13. Hays County Investment Policy – Signed

____ 14. Hays County Collateral Security Agreement - Signed

____ 15. Any addenda applicable to this solicitation

____ 16. One original proposal and a 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

II. Summary

1.	**Type of Solicitation:**	Request for Proposals
2.	**Solicitation Number:**	RFP 2020-P07 Bank Depository Hays County is requesting proposals from qualified vendors to serve as depository for the County.
3.	**Issuing Office:**	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4.	**Responses to Solicitation:**	Sealed Summary of Qualifications marked with Solicitation Number and Respondent Name on the outermost envelope One (1) originals and one (1) digital copy on a thumb drive
5.	**Deadline for Responses:**	In issuing office no later than: **March 26, 2020; 12:00 p.m. Central Time (CT)**
6.	**Initial Contract Term:**	May 1, 2020 – May 1, 2024 (four-year contract)
7.	**Optional Contract Terms:**	none
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing@co.hays.tx.us
9.	**Questions & Answers:**	Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than March 18, 2020; 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 on CivicPlus and the ESBD. All questions regarding the RFP shall be submitted via email to the Hays County Purchasing email above. Informal verbal inquiries are not allowed. No questions will be accepted after the deadline stated above. Responses will be posted at the CivicPlus 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 RFP, if any, will be posted on the CivicPlus and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in

accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

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

Anticipated Schedule of Events

March 4, 2020	Issuance of RFP
March 18, 2020	Deadline for Submission of Questions (5:00 PM CT)
March 26, 2020	Deadline for Submission of Proposals (12:00 PM CT) **Late proposals will not be accepted.**
April 2020	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is requesting proposals from qualified vendors to serve as depository for the County.

B. Background

Hays County currently maintains approximately 100 interest bearing bank accounts along with approximately 35 certificates of deposits. The average daily balance of all county accounts from March – September is approximately $17 million currently. During October – February the average balance may reach $80 million or more.

C. Qualifications

Hays County is seeking a Bank Depository with the following minimum qualifications:

1. By returning a Proposal, the institution acknowledges that it understands the Revised Civil Statutes of Texas, (Article 2544, et seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th Leg. 1987 and amended by Acts 1991, 72nd Leg., and Acts 1996, 74th Leg.; and Article 2547 a,b,c.) that pertain to the managing and safekeeping of County Funds and will comply with these statues. Also, the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2558a, et seq., of the Revised Civil Statutes of Texas, as revised by the Local Government Code, Chapter 117.000 through 117.124 as passed by the 70th Leg. 1987 and amended by Acts 1989, 71st Leg., Acts 1991, 72nd Leg., Acts 1993, 73rd Leg., and Acts 1995, 74th Leg.) that pertain to depositories, certain trust funds and court registry funds held in trust by the County and will comply with these statutes.
2. The selected Bank shall qualify as a depository in compliance with T.T.C.S., local Government Code Chapter 116, and Government Code Chapters 2256 and 2257.
3. An institution submitting a proposal must have adequate organization, facilities, equipment and personnel to provide prompt and efficient services to the County as proposed.
4. An institution submitting a proposal must be an Equal Opportunity employer and lender and should furnish evidence of such with the proposal.
5. An institution submitting a proposal must assign and identify a senior level management person as liaison with the Hays County Treasurer, should the proposal be accepted.
6. An institution submitting a proposal will specify an officer of the bank at the local branch who will be responsible for attending to inquiries, request for services, and daily activities regarding the managing of Hays County accounts, should the proposal be accepted.
7. The selected institution must also provide the County Treasurer with a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:
    - General Information
    - Safekeeping and Securities Clearance

- Posting and Deposit Discrepancies
- Stop Payments
- Balance Adjustments
- Collateral Adequacy / Transactions
- Internal Transfers
- Wire Transfers
- Online / Bank Software Service
- Investments
- Check/Supply orders
- Check Clearing and encoding errors
- Outgoing ACHtransfers
- Incoming ACH deposits
- Account set up and account updates

8. Final determination as to a vendor's ability to perform the requirements of the Depository Contract will be made solely by Hays County.
9. An institution submitting a proposal must read and sign the Hays County Investment Policy (Attachment A).
10. An institution submitting a proposal must read and sign the Hays County Ethics Policy (Attachment B).
11. An institution submitting a proposal must certify compliance with Texas Unclaimed Property Laws, Texas Property Code, Sec. 72.001, et. seq. and with all rules and regulations promulgated pursuant to that law.
12. An institution submitting a proposal must include as part of the proposal:
    - The Bank's last three quarterly Uniform Bank Performance Reports
    - The Bank's last three Call Reports
    - The Bank's last two Annual Financial Reports
13. The selected institution shall continue, during the term of the depository contract, to furnish the Hays County Treasurer with updated issues of each annual financial statement.
14. For determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered over-drafted. An applicable insufficient funds fee can then be charged. The proposal should include any bank policy regarding daylight overdraft charges, procedures or handling.
15. An institution submitting a proposal must be a member of the Federal Deposit Insurance Corporation.

D. Certified Check Information

Each application must be accompanied by a certified check in the amount of $727,530.99 which represents one-half (1/2) of one (1) percent of the County's revenue for the preceding fiscal year 2018-2019.

After selecting one or more county depositories, Hays County shall immediately return the certified checks of the rejected applicants. Hays County shall return the check of the successful applicant when the applicant executes and files a depository bond. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as

liquidated damages, and the county shall re-advertise for applications, if necessary, to obtain a depository for the County.

E. Depository Application Requirements

Section I. Authorized Collateral and Collateral Procedures

1. Collateral of County Funds

a. A current balance of all accounts listed under Hays County's Tax ID must be available to the Hays County Treasurer or her assignee no less than daily. Internet availability is acceptable.

b. Collateral will be valued at the current market value as determined by nonbiased third party. New pledges are valued based on the previous day's closing market quote. All securities held are revalued no less than once a week.

c. Within fifteen (15) days after the selection of the depository the selected Bank shall qualify as provided by law. Hays County will accept Surety Bonds and/or a Securities Pledge Contract provided for under Tex. Loe. Gov't Code Ann. Chapter 116, as the method of securing the funds of the County. The bank selected as depository will execute within the time prescribed by law a security pledge contract accompanied by securities as hereinafter specified, and/or a bond issued and executed by a solvent surety company or companies authorized to do business in the State of Texas or both such securities pledge contract and bond.

d. The bank must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with a non-affiliated third-party institution without expense to the County under an appropriate contract to be drawn to the provisions ofTex. Loe. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.

e. Hays County funds shall be collateralized, consistent with Federal and State law and the County Investment Policy without exception, in one or more of the following manners:
   - U.S. Treasury Notes
   - U.S. Treasury Bills
   - Government National Mortgage Association Certificates
   - Federal Farm Credit Banks Notes andBonds
   - Federal Home Loan Banks Notes andBonds
   - Federal National Mortgage Association Notes and Bonds
   - Federal Home Loan Mortgage Corporation Notes and Bonds
   - State of Texas Bonds
   - Federal Home Loan Bank Irrevocable Standby Letter of Credit with Hays County listed as sole beneficiary
   - Federal Deposit Insurance Corporation (FDIC-maximum amount).
   - Federal Savings and Loan Insurance Corporation (FSLIC-required amount)

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable.

2. Level of Collateral

The Hays County Collateral Security Agreement (Attachment C) must be approved by the institutions board of directors and that approval must be reflected in the minutes of the board. The total of the face value of the surety bonds and/or the market value of the investment security securing the deposit of public funds shall be in an amount at least equal to 110% of amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government under the following conditions for a "perfected security investment". At the time of the execution of the depository contract this amount is expected to fall between $17,000,000.00 and $90,000,000.00. These securities are to cover funds belonging to the county and funds deposited by the Hays County Tax Assessor Collector for other taxing entities that Hays County is currently collecting property taxes for.

- The pledge for collateral must be in writing
- The pledge must be executed contemporaneously with acquisition of the asset by the depository institution.
- The pledge must be an official record of the depository institution since it was executed.

3. Substitution of Collateral

The county will require one business days' notice with a perfected security interest in a new pledged security as previously described before release of currently pledged security may be obtained. The collateral must have the Hays County Treasurer's or her assignee's signature to release.

4. Possession of Collateral

All securities or surety bonds pledged to secure deposits of the County funds shall be held at the appropriate Holding Bank. The pledge must be established as Hays County. The value of the entire security must be pledged to Hays County. The security may not be pledged to multiple entities for small amounts to total the entire security. Hays County must be the only pledge on the security. The Holding Bank shall immediately provide a receipt of the securities and/or surety bond to Treasurer on behalf of the Commissioners' Court evidencing the deposit of said securities and/or surety bonds. When the pledged securities and/or surety bonds held by the Holding Bank are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall always reflect the name of the custodian depositing the pledged securities. The trust receipts that the Holding Bank issues to Hays County through the County Treasurer shall indicate that the custodian has deposited with permitted institution the pledged securities and/or surety bonds held in trust for the Depository pledging the securities.

If a successor financial institution succeeds to the interest of the financial institution, or if the financial institution is a judged bankrupt or insolvent, or a receiver, liquidator, or conservator of the financial institution, or of its property, is appointed, or if any public officer takes control of the financial institution, or its property, then the successor financial institution, recover, liquidator, conservator, or public officer shall, without any further act, be bound and vested with all rights, powers, duties and obligations of the financial institution, including all collateral obligations of the financial institution, including all collateral obligations, under this agreement.

Section II. Account Information

1. Hays County currently has approximately one Hundred (100) separate accounts.
2. If detailed information per account is required please contact, Britney Richey, County Treasurer, with a written request at the following address: Britney Richey, Hays County Treasurer, 712 South Stagecoach Trail, Suite 1094, San Marcos, Texas 78666.
3. Hays County requests that payment for services and supplies provided be as follows: Settlement for service charges will occur every Calendar Quarter. If the earnings credit exceeds the total service charges for the three months, there is no service charge payment due. If the earnings credit is less than the total service charges for the three-month period, an invoice for the net deficiency will be presented to the County Treasurer. Any charges for services should be at least partially offset by an earnings credit on monthly account balances. Please specify the calculation of earnings credit allowed by the Bank. An example is as follows:

EXAMPLE

Collected Bank Balance	$1,000,000
(Less Reserve Requirement@ 10%)	($100,000)
	$900,000
Times Earnings Allowance (Assume 91-day T-Bill Rate)	x5.0%
Annual Earnings Credit	$45,000
Divided by	12
Total Monthly Earnings Credit	$3,750

Please specify Bank's calculation in your proposal including how the amount of funds required for services will be determined.

Section III. Safekeeping Functions

The selected depository institution shall be the County's custodial agent in charge of safekeeping its investment securities. This agent shall control the securities through the bank's own safekeeping department, through any corresponding bank with which deals regularly, or through Federal Reserve Banking System. All proposals should identify where the safekeeping facilities will be located and identify the usage of a correspondent institution. Proposals shall clearly specify services to be performed and the cost on a monthly basis.

Section IV. Automated Clearing House Services

The selected depository institution shall have the ability to provide automated clearing house services. The charges for this service shall be provided as optional cost to the County. The County wishes to be notified by no later than 10:00 a.m. the next business day on any ACH deposit.

Section V. Wire Transfer

The financial institution shall maintain a transfer facility to the Federal Reserve Bank for investment purchase or sales and other transfers with commercial banks. The County wishes to be notified by no later than 10:00 a.m. the next business day on any wire deposits.

Section VI. Deposit Services

The financial institution shall provide detail clearing schedule as to the timing of available funds (i.e. items to be collected, wire transfers, ACH deposits cash, and items on other local institutions). The above schedule shall be the maximum clearing schedule.

The bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the bank's availability schedule. All deposits received before the bank's established deadline will be credited daily.

Section VII. Access to Records and Cooperation

The financial institution shall, upon authorization from the Treasurer's Office, allow reasonable access to their records by the County's Financial Officers, the County's Independent Auditor, and where state or federal assistance is involved, to state and federal auditors to examine records relating to use of funds. The institution shall also cooperate in any prosecution for misuse of checks and misappropriation of funds.

Section VIII. Printing

The County will provide some checks and the financial institution will provide all deposit slips and some checks. Deposit slips shall be duplicated slips.

Section IX. Monthly Statements

Monthly statements for all accounts must be delivered within five (5) business days after the last calendar day of each month and must include transfer slips and debit and credit memos, processed for all accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement. The County would prefer images of checks; however, images must be of front and back of checks. If images are not available, canceled checks shall be sorted in numerical order by account number.

Section X. Required Signatures

The County requires that two signatures be authorized to execute, authenticate, certify or endorse with a facsimile signature in lieu of the manual signature for instruments of payments drawn on any County accounts unless otherwise noted.

Section XI. Check Services

The bank will be required to process stop payments on verbal instructions from the County Treasurer or her assignee with follow up written confirmation. Internet stop payment processing is acceptable.

The bank will agree not to honor stale dated checks on Hays County accounts, which are not endorsed by the County as acceptable after the 90-day limit without verbal consent from the Hays County Treasurer or her assignee.

Disbursing services for all accounts are required to include the payment of all County checks upon presentation.

Section XII. Electronic Computer/Internet Services

Applicant banks must offer a secure on-line cash management service. The Hays County Treasurer's office will be the Hays County liaison for all online/electronic computer banking services. Permissions and user access will be done through the County Treasurer or her assignee. The county prefers to perform balance inquiries, wire transfers, stop payments, ACH transfers and interfund transfers through the internet if available. Any Hays County account current or added should be included for internet viewing by the County Treasurer or her assignee. Please attach product descriptions, pricing, and sample reports for any computer software or internet services available.

Section XIII. Credit Cards

Hays County may request issue of Visa/Master Card, at the discretion of the County Auditor, with approval by Commissioners' Court.

- Credit Cards will only be issued with Approval of Commissioners Court, as presented by the County Auditor.
- The bank shall receive authorization notification of approved requests
- from the County Treasurer.
- Any Credit Card issued without proper authorization shall be the liability
- of the bank, including charges using said credit card.
- The bank shall send credit cards to the County Treasurer for distribution.
- In addition, an updated report listing all credit cards, names, numbers, etc will be sent to the County Auditor on a monthly basis and as additional cards are issued.
- An itemized statement shall be sent to the County Auditor for payment.
- Balances will be paid within 30 days of Closing Date without any service,
- interest, or late charges.
- Hays County reserves the right to withhold payment of any charge
- pending validation.
- Proposals for the issuance of a credit card initiated by the Depository bank
- shall be delivered to the County Treasurer. Basic charges should be included in the proposal.

Section XIV. Credit Card Collection Services

Hays County may request credit card collection services at the discretion of various Hays County elected officials with the approval of Commissioner's Court. The bank shall negotiate such services for various elected officials through the County Treasurer.

- All credit card payments shall be credited to a Hays County bank account specified by the County Treasurer or her assignee.
- Some credit card collection services may be provided though online service and some with swipe machines.
- Detailed credit card reports shall be provided to the County Treasurer or her assignee on a per deposit basis.
- Proposals for the collections of credit card payments initiated by the Depository bank shall be delivered to the County Treasurer. Basic charges should be included in

this proposal.

Section XV. Other Services

As described on the Proposal Application, the Bank will acknowledge services provided and attendant fees for such. Also, indicate charges for the following:

- Locked or Sealable bags
- Laser Checks
- Checks (in individual books or binders)
- EZ Fold Pressure Seal Checks
- Deposit Slips
- Endorsement Stamps
- Coin Wrappers
- Currency Straps

Other services and/or costs not specified in this document should be listed and attached, along with a description and unit pricing.

F. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- Two (2) original proposals with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms and any Appendix material on a thumb drive

Proposals shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including: a) Letter of Transmittal; b) Title Page; c) Table of Contents; d) Appendix materials; and, e) front and rear covers. Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it 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. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFP Submittal Checklist) do not count towards the 20-page limit.

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

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

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

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: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section IV for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

G. 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.	**Adherence to Application Requirements** – prompt compliance with bid requirements, completion of forms detail of documents provided, and supply of certified check delivery.	20 points
2.	**Types of Services Provided** – array of services as they may meet the needs of Hays County	20 points
3.	**Cost of Services Provided** – overall cost associated with services as may be applied against earnings credits	20 points
4.	**Vendor's Past Performance with Hays County** – experience Hays County has had with this vendor prompt provision of services, accuracy, and overall customer service	20 points
5.	**Financial Condition of Vendor**- review of financial condition based on documents provided and bank rating	15 points
6.	**Interest on Deposits** – interest rate/terms and earnings credit rates	5 points

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.

THE CONTRACTS AWARDED shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

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

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent 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.

H. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal.

Contractor or Individual's Obligation Regarding Evaluation

1. 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.
2. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Elements of a Contract

1. RFP. This Request for Proposals is an invitation for individuals and companies to submit Proposals.

2. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.

3. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.

4. AGREEMENT; EXCEPTIONS.

a. Submission of a proposal is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFP, unless the submitter clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
b. Exceptions presented in a proposal are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.
c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the Proposal selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the County and the selected contractor or individual.
d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting negotiated contract.

5. CONFIDENTIALITY OF DOCUMENTS.
    a. ALL PROPOSALS SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
    b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
    c. Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

6. MISCELLANEOUS.
    a. All costs directly or indirectly related to the preparation of a response to this proposal shall be the sole responsibility of and shall be borne by the contractor.
    b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
    c. The County reserves the right to retain all proposals submitted and to use non-confidential information in a proposal regardless of whether or not that proposal is selected.
    d. Each proposal shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the proposal by the County.

7. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:
    a. Unfunded Liability. The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
    b. Indemnification. The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
    c. Advance Payments. The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFP or resulting contract.
    d. Gift of Public Property. The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
    e. Procurement Laws. The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.

f. Limitation of Liability. The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
g. Attorney's fees; Legal Costs. The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
h. Venue; Applicable Law. This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

J. Warranty of Performance

A 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. A successful respondent 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 respondent(s), in terms of specifications, shall be basis for the termination of the contract(s) 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 proposal. Any contract(s) executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. Proposal Application

A. General Information

Honorable Commissioners' Court
Hays County, Texas

The banking institution submitting this proposal is duly incorporated under the laws of the State of Texas, with its domicile and principle place of business located in the City of _____, and County of _____, Texas or as allowed pursuant to Section 131.901, Texas Local Government Code, the banking institution submitting this proposal has a branch office located in the City of _____ and County of _____ Texas to be designated as a branch office of such institution by the Commissioners' Court upon acceptance of this proposal.

Bank Information:

Bank transit routing number: _____

Financial Institution Name: _____

Address: _____

City: _____ State: _____ Zip: _____

President/CEO: _____

Texas Contact: _____ Phone#: _____

Texas CRA Rating:_____ Tax ID #: _____

The amount of paid-up capital stock of said bank is $_____
_____dollars, and
the amount of permanent surplus is $_____dollars

A statement showing the financial condition of bank on date of this application is attached and made part hereof.

Applicant bank offers the following terms and conditions for transaction/processing activities including deposits and checks. Such fees should include both hard charges paid by invoice and soft charges paid through account analysis. Hays County does not allow debiting bank accounts for any fees. Banking fees and services not detailed on this proposal application will be provided at no cost. If fees are assessed on an account analysis, a sample account analysis report must be provided as part of the proposal. The county will provide an estimated summary of volume for reference upon request. Such requests should be directed to the Hays County Treasurer.

B. Account Fees (all fees must be included – additional pages may be attached)

DESCRIPTION	COST PER ITEM	COST PER ACCOUNT
ACCOUNT MAINTENANCE FEES		
ACH FRAUD FILTER		
ACH MONTHLY FEES		
ACH TRANSMISSION CHARGE		
CHECKS RETURNED W/STATEMENT		
SERIAL SORT MONTHLY BASE		
SERIAL SORT PER ITEM		
CASH DEPOSITED >lM/$1-BRANCH/STORE		
ONLINE CASH MANAGEMENT SERVICE FEES		
CREDITS POSTED		
CHECKS PAID		
DEPOSITED CHECKS - LOCAL		
DEPOSITED CHECKS -ON US		
DEPOSITED CHECKS - REGIONAL		
DEPOSITED CHECKS -TRANSIT		
DEPOSITED CHECKS - AFFILIATES		
ELECTRONIC CREDITS POSTED		
ELECTRONIC DEBITS POSTED		
POSTIVE PAY MONTHLY FEE		
POSITIVE PAY ISSUE ITEM		
RETURN ITEM – CHARGEBACK		
RETURN ITEM - REDEPOSITED		
RETURN ITEM SPECIAL INST MTHLY BASE		
ROLLED COIN ORDERED - BRANCH/STORE		
WIRE TRANSFERS - BOOK TRANSFER		
WIRE SERVICE MONTHLY FEE (ONLINE)		
WIRE IN DOMESTIC		
WIRE OUT DOMESTIC/DRAW		
ZERO BALANCE MONTHLY BASE		
DEPOSIT SLIPS/DEPOSIT BOOKS		
NIGHT DEPOSITORY SERV. W/ BAGS/KEYS		
ACCOUNTOVERDRAFTCHARGE		
INVESTMENT SAFEKEEPING		

COLLATERAL SAFEKEEPING	_____	_____
AUDIT RESPONSE LETTERS	_____	_____
STOP PAYMENT ISSUANCE	_____	_____
DUAL SIGNATURE WATCH	_____	_____
SIGNATURE EXAMINATION	_____	_____
ENDORSEMENT EXAMINATION	_____	_____
ENDORSEMENT STAMPS	_____	_____
LOCK/SEAL BAGS	_____	_____
RESEARCH ON ACCOUNT	_____	_____
MONTHLY STATEMENT IMAGES ON CD	_____	_____
TEMPORARY CHECKS	_____	_____
CONTINUOUS FORM CHECKS	_____	_____
LASER CHECKS	_____	_____
CHECKBOOKS	_____	_____
COIN WRAPPERS	_____	_____
CURRENCY STRAPS	_____	_____
CASHIERS CHECKS	_____	_____
LETTERS OF CREDIT	_____	_____
COURIER SERVICES	_____	_____
INTERFUND TRANSFERS	_____	_____
SAFE DEPOSIT BOXES	_____	_____
SECURITY TRANSFERS	_____	_____
REMOTE CAPTURE MONTHLY FEES	_____	_____

INCLUDE ALL FEES NOT INCLUDED ABOVE INCLUDING ONE TIME ACTIVATION FEES:

DESCRIPTION	**COST PER ITEM**	**COST PER ACCOUNT**
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		

C. Questionnaire

1. Will Hays County employees be charged for cashing their paychecks? If so, what will they be charged?
2. Will the bank notify the County before a deposit is changed? If so, how will the County be notified?
3. Will the bank notify the County before a County check is rejected? If so, how will the County be notified?
4. What format is needed for ACH, Wire or Interfund origination and what is the deadline for submission?
5. Will the bank or a bank vendor furnish credit cards (Mastercard, Visa)? (Attach fees and specific information)
6. Can bank or a bank vendor provide merchant credit card deposit services? (Attach fees and specificinformation)
7. How long does Hays County have to correct unauthorized payments, encoding errors and discrepancies?
8. Are there any initial software/internet set up fees? If so, what are they?
9. How long will the county be allowed to dispute a withdrawal on a county account? What procedures must take place for such a dispute? Are there any fees for such a dispute?
10. How long will the county be allowed to report encoding/bank errors on a county account? What procedures must take place for such errors to be corrected?
11. How long will stop payments stay active? Does the county have to resubmit all stop payments after a certain time period?
12. Does the bank require any type of procedures such as internet banking or positive pay? If so, what are the fees associated with this requirement and fees for non-compliance.
13. Does the bank offer remote capture? Is it required?
14. Is there a dollar limit per wire, ACH or internal transfer that is initiated by the county?
15. Does the bank software offer capabilities for the county to administer users and restrictions within each account?
16. Are clearing check endorsements verified by the bank?
17. Are cleared check front and back images provided for the county on every account? Is there a charge? How quickly are images provided?
18. What is the bank policy on daylight overdrafts?
19. Is there a specific time of day that incoming wires are available in the account?
20. Are their local representatives available in San Marcos that are available to assist the Hays County Treasurer?
21. Is there a local branch available to handle deposits, account changes, cash requirements, signatures, and miscellaneous account issues?

Other Comments/Statements:

_____

_____

_____

_____

_____

_____

_____

_____

D. Investments/Borrowing

Applicant bank agrees the following terms and conditions for investment/borrowing functions:

Interest Bearing Checking Accounts

	Variable Int Margin*	Fixed Int Rate	Minimum Balance Requirement
Interest Bearing Checking Accounts	_____	_____	_____
Money Market Savings Accounts	_____	_____	_____
Trust Fund Savings	_____	_____	_____
Sweep Accounts	_____	_____	_____

*Variable Rate = (91 Day UST-Bill Auction Discount Rate published in the Wall Street Journal on the day following the auction) + Margin (based on basis points). Example: If 91-day UST-Bill Auction Discount Rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%.

Interest Rates on Bank Certificates of Deposit

91 Day UST-Bill Auction Discount Rate (as determined by latest T-Bill Auction)

	Less than $100,000	More than $100,000
Maturity 7-29 Days	+_____ basis points	+_____ basis points
Maturity 30-59 Days	+_____ basis points	+_____ basis points
Maturity 60-89 Days	+_____ basis points	+_____ basis points
Maturity 90-179 Days	+_____ basis points	+_____ basis points
Maturity 180 Days – Less than 1 year	+_____ basis points	+_____ basis points
Maturity 1 year or more	+_____ basis points	+_____ basis points

Certificates of Deposit – Fixed Interest Rate

	Less than $100,000	More Than $100,000
Maturity 7-29 Days	_____ %	_____ %
Maturity 30-59 Days	_____ %	_____ %
Maturity 60-89 Days	_____ %	_____ %
Maturity 90-179 Days	_____ %	_____ %
Maturity 180 Days – Less than 1 year	_____ %	_____ %
Maturity 1 year or more	_____ %	_____ %

The Bank must complete the information below to validate the proposal for a Hays County Depository Bank.

The undersigned affirms that they are fully authorized to execute this contract by providing Hays County with a Certified and Attested Resolution from a duly authorized meeting of the Board of Directors of the submitting Bank authorizing or empowering the undersigned to execute this contract; that this Bank has not prepared this proposal in collusion with any other vendor; and that the contents of this proposal as to fees, interest rates, terms, or conditions of said proposal have not been communicated by the undersigned, nor by any employee or agent, to any other vendor or to any other persons engaged in this type of business prior to the official opening of this proposal.

All Unsigned Proposals will be disqualified.

Name and Address of the Bank:

_____

_____

_____

Signature: _____

Name: _____

Title: _____

Email: _____

Phone: _____

V. General Terms and Conditions for Solicitations Applicable To: Request for Qualifications (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 and negotiated cost proposal.
    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 DBEs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed DBE 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. For this project there is no specific DBE participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:
    a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
    b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
    c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

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

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

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

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

20. TERMINATION FOR CAUSE: 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. DAVIS-BACON ACT – PREVAILING WAGE RATES: All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS: If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply 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, Contractor shall 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. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

24. CLEAN AIR – CLEAN WATER: The Contractor under this contract/subcontract agrees as follows:

    a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
    b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
    c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
    d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

25. BYRD ANTI-LOBBYING CERTIFICATION: Contractor certifies, to the best of its knowledge and belief, that:
    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure From to Report Lobbying”, in accordance with its instructions.
    c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
    d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.
26. PROCUREMENT OF RECOVERED MATERIALS: The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including “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 by 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.” Contractor agrees to ensure the County’s compliance with the above-stated Section 6002, if and when applicable to this

Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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/vendor 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/vendor will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

33. 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.

34. 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.

35. 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.

36. 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 Qualifications;
        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).

37. 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.

38. 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 proposed prices. Any price changes must be approved by Hays County.

39. 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, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
    e. Submit an original certificate of insurance reflecting coverage as follows:

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

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

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

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

VI. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VII. 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.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

VIII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

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

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

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

IX. 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: _____

X. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids/proposals 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/proposals 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/proposal limit must comply with the competitive bid process. Where possible, those bids/proposals 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/proposal 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

XI. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

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

NOTARY SEAL

_____

Notary Public in and for the State of Texas

_____

Date

XII. Hays County Purchasing Department Senate Bill 252 Certification

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

_____

Company Name

_____

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

XIII. 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.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

_____
Name of Firm

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

_____
Notary Public in and for the State of Texas

My commission expires: _____

XIV. 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/proposal in collusion with any other vendor/bidder, and that the contents of this bid/proposal as to price, terms or conditions of said bid/proposal 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/proposal.

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/Proposal

_____ _____
Printed Name Title

_____ _____
Email Address Phone

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.

2019

HAYS COUNTY INVESTMENT POLICY

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II. Investment Objectives

III. Quality and Capability of Investment Management

IV. Investment Strategy

V. Investment Types

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VIII. Investment Reporting and Performance Evaluation

Also Attached:

- Broker/Dealer Certification Form
- Broker/Dealer Questionnaire

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

General Statement

This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256, Subchapters A and B to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually.

Funds Included

This investment policy applies to all financial assets of all funds of the County of Hays, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Hays County and any depository bank.

County's Investment Officer

In accordance with Section 116.112 (A), Local Government Code and *I* or Chapter 2256, Section 2256.005 (f) and (g), the County Treasurer, under the direction of the Hays County Commissioners' Court, is designated as the Hays County Investment Officer and may invest County funds that are not immediately required to pay obligations of the County. The County Auditor or Assistant County Auditor must countersign all investment transactions. Upon the absence of the County Treasurer, the County Treasurer's Assistant may act in the place of the County Treasurer to invest county funds.

If the investment officer has a personal business relationship with an entity as defined by the Texas Public Funds Investment Act section 2256.005, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the County, the investment officer must file a statement disclosing that personal business interest or relationship with the Texas Ethics Commission and the Commissioners' Court.

II. INVESTMENT OBJECTIVES

General Statement

Funds of the County will be invested in accordance with federal and state laws and within the boundaries of this investment policy. Investments shall be made with judgment and care -under circumstances then prevailing - which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The first and foremost consideration of all Hays County investment transactions is the suitability of the investment to the financial requirements of the county. The primary objectives, in priority order, of the Hays County investment activities shall be:

Safety

Hays County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction. To attain this objective, diversification will be required in order to reduce risk resulting from over concentration of assets in a specific security or maturity.

Liquidity

The Hays County investment portfolio will remain sufficiently liquid to enable Hays County to meet all of the operating requirements that might be reasonably anticipated. In the consideration of liquidity is the marketability of the investment if the need arises to liquidate the investment before maturity.

Yield

It will be the objective of Hays County to earn the maximum rate of return allowed on its investments within the policies imposed by safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

Maturity

Portfolio maturities will be structured to meet the obligations of Hays County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the County is two years.

III. QUALITY AND CAPABILITY OF INVESTMENT MANAGEMENT

It is Hays County's policy to provide training required by the Public Funds Act, Section 2256.008 and periodic training in investments for the County Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Investment Officer in making investment decisions. The County Investment Officer is required to obtain at least 10 hours of training related to the County Investment Officer responsibilities within twelve months of assuming these duties. The County Investment Officer is also required to attend 10 hours of investment training within two years of October 1. The training must include education in investment controls, security risk, strategy risk, market risk, diversification of investment portfolio and compliance with the Texas Public Funds Investment Act. Such training sources would include: Certified County Investment Officer training: investment courses sponsored by the Texas Association of Counties: investment updates at the annual Treasurer's Conference and Treasurer's Seminar: and any courses or seminars sponsored by an accredited trade association. A report of attendance by the sponsor of the training will satisfy as proof of meeting the requirement.

IV. INVESTMENT STRATEGY

The County of Hays maintains a portfolio which utilizes four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio.

* * * * * ** * * * *

Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities which will complement each other in a matched maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short term maturities.

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

V. INVESTMENT TYPES

Authorized

The Hays County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law:

A. Obligations of, or guaranteed by, governmental entities maturing in 2 years or less:
1. obligations of the United States or its agencies and instrumentalities;
2. direct obligations of this state or its agencies and instrumentalities;
3. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities; and
5. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
6. obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

B. Certificates of deposit if issued by a state or national bank domiciled in this state or a savings bank domiciled in this state or a state or federal credit union domiciled in this state or the National Credit Union Share Insurance Fund or its successor or a broker that has its main office or a branch office in this state and is selected from a list adopted by the Hays County Commissioner's Court as authorized, and is:
1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
2. secured by obligations that are described by Section 2256.009 (a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009 (b) of the Public Funds Investment Act; or
3. secured in any other manner an amount provided by law for deposits of the county.
4. Maturing in 2 years or less

Bids for Certificates of Deposit may be solicited orally, in writing, electronically, or in any combination of these methods.

C. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:
1. has a defined termination date;
2. is secured by obligations described by Section 2256.009 (a) (1) of the Public Funds Investment Act; and

3. requires the securities being purchased by the county to be pledged to the county, held in the county's name, and deposited at the time the investment is made with the county or with a third party selected and approved by the county; and
4. is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

Not withstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

Money received by Hays County under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated on the reverse security repurchase agreement.

D. A bankers' acceptance if it:
1. has a stated maturity of 270 days or fewer from the date of its issuance;
2. will be, in accordance with its terms, liquidated in full at maturity;
3. is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

E. Commercial paper is and authorized investment under this subchapter if the commercial paper:
1. has a stated maturity of 270 days or fewer from the date of its issuance; and
2. is rated not less than A-1 or P-1 or an equivalent rating by at least;
    A. two nationally recognized credit rating agencies; or
    B. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

F. Mutual funds and money market mutual funds with limitations described below:

A no-load money market mutual fund is authorized if it:
1. is registered and regulated by the Securities and Exchange Commission;
2. has a dollar-weighted average stated maturity of 90 days or fewer; and
3. includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.
4. Provides Hays County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.

A no-load mutual fund is authorized if it:
1. is regulated by the Securities and Exchange Commission;

2. has an average weighted maturity of less than two years;
3. is invested exclusively in obligations approved by this investment policy.;
4. is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
5. conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Relative to mutual funds the county may not:

1. invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds either separately or collectively;
2. invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds; or
3. invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

G. Eligible investment pools (as discussed in the Public Funds Investment Act, Section 2256.016-2256.019): the Commissioners' Court by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from Hays County in authorized investments permitted by the Public Funds Investment Act. Hays County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. The pool must maintain a rating of no less than AAA or AAA-m and have a weighted average maturity no greater than 90 days.

H. Guaranteed investment contracts are acceptable investments for bond proceeds if the guaranteed investment contract:

   a. has a defined termination date.
   b. is secured by obligations of or guaranteed by governmental entities (as described by section 2256.009 (a) (1)), excluding those obligations prohibited (as described by section 2256.009 (b)) in an amount at least equal to the amount of bond proceeds invested under contract.
   c. is pledged to Hays County and deposited with Hays County or with a third party selected and approved by Hays County.
   d. is specifically authorized by the Commissioner's Court of Hays County as an eligible investment in the order, ordinance or resolution of the issuance of the bonds.
   e. is the highest yielding contract of at least three bids submitted by separate providers with no material financial interest in the bonds from which the proceeds were received.
   f. takes into account the reasonably expected draw down schedule for the bond proceeds to be invested.
   g. the administrative costs reasonably expected to be paid to third parties in connection with the contract are certified by the provider.

Guaranteed investment contracts with a term of longer than five years from the date of the issuance of the bonds are prohibited for bond proceeds other than proceeds representing reserves and funds maintained for debt service purposes.

Prohibited

The Hays County Investment Officer will not use any of the following investment instruments:

1. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
4. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Hays County shall take all prudent measures that are consistent with this policy to liquidate any investment that falls below accepted standards.

VI. INVESTMENT RESPONSIBILITY AND CONTROL

Investment institutions defined

The Hays County Investment Officer shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and the current Depository Bank contract:

1. Depository bank;
2. other state or national banks domiciled in Texas that are insured by FDIC;
3. Public funds investment pools;
4. Government securities brokers and dealers that has its main office or a branch office in this state; or
5. Mutual fund companies and money managers.

Qualifications for approval of BROKER / DEALERS

A written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment. The qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the qualified representative has:

1. received and thoroughly reviewed the investment policy of the county; and
2. acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the county and the organization.

A list of no more than four (4) authorized broker / dealers will be established and maintained. The following criteria must be met by those firms on the list:

- proof of certification by the National Association of Securities Dealers (NASD),
- proof of current registration with the State Securities Commission, and
- completion of a County questionnaire.

The investment officer may not buy any securities from a person who has not delivered to the county an instrument in substantially the form provided above.

Standards of Operation

The County Treasurer / Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this investment policy. It shall be the responsibility of the County Treasurer/Investment Officer to:

1. Determine the amount of funds which are available for investment.
2. Determine the specific investment which will yield maximum income for a particular fund.

3. Determine the length of time for which investments shall be made.
4. Insure that sufficient funds are available to meet immediate and short-term needs for the operation of the county.
5. Make recommendations to the Commissioner's Court and Investment Advisory Committee concerning new types of investment instruments which may require approval from the Court.
6. Provide the Commissioner's Court with a monthly report of all investment transactions.
7. Make the actual purchase of all investments with a countersignature from the County Auditor or Assistant Auditor.
8. Receive and provide for the safekeeping of all pledged securities as collateral for invested funds.

Advisory Committee

It shall be the responsibility of the advisory committee to act as a consultant to the Investment Officer. The members of the committee will be chosen annually by the Commissioners Court. The County Treasurer / Investment Officer is the presiding officer of the committee and shall be present at all gatherings concerning investments for Hays County.

Committee members shall meet annually to discuss all actions that have transpired since the last meeting. Members are to be consulted on any unusual circumstances that are to be expected in the near future. Advisory members may formally communicate through teleconference or by a physical meeting. The Investment Officer may call for an official consultation at any time. The committee members may also elect to hold a consultation with the Investment Officer as deemed necessary.

The committee is to be consulted in the selection of all brokers and dealers. It shall also be consulted before making any changes to this investment policy.

All committee members are expected to offer their advice to the committee on a voluntary basis for the period of one year. If for any reason an individual is unable to complete a full term, the standing committee members may select someone to fill the vacancy.

Committee members and their affiliates may in no way benefit financially form their service on the committee during their membership term. Members shall refrain from undertaking any investment transactions with Hays County until their term on the committee has expired.

The Members of the Hays County Investment Advisory Committee shall make prudent and intelligent suggestions. The members shall keep the best interests of Hays County in mind while setting aside personal gain.

Delivery Vs. Payment

It will be the policy of the County that all instruments purchased through a broker except investment pools, money market mutual funds and securities purchased through Treasury Direct must be purchased using the same day “delivery vs. payment” (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

Audit Control

The Hays County Investment Officer will establish liaison with the Hays County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control. The Hays County Investment Officer in addition to the Hays County Auditor or Assistant Auditor will endorse all investment transactions.

The Investment Officer is subject to audit by the Hays County Auditor. In addition, the Hays County Commissioner’s Court, at a minimum, will have an annual financial audit of all County funds by an independent auditing firm, as well as a compliance audit of management controls on investments and adherence to the entity’s established investment policies.

The internal controls shall address the following points:

1. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial Safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical deliver securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications from investment entities may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures. A same day

written communication must take place between the broker / dealer and the investment officer to ensure the type of investment being made. A same day written communication must also take place between the Investment Officer and the third party safekeeping institution before a transaction can transpire. Written confirmation must be sent to the Investment Officer from the investment entity within a reasonable time after the transaction has occurred.

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. whether the investment decision was consistent with the written investment policy of the entity.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral

The Hays County Investment Officer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Bank Depository Contract in one or more of the following manners:

1. FDIC insurance coverage;
2. Obligations of the United States or its agencies and instrumentalities
3. Any instrument that has been approved in this policy and that Hays County would be permitted to hold by state and federal law.

Safekeeping

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the County or a County account in a third party financial institution.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

Ethics and conflicts of interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial / investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity.

VIII. INVESTMENT REPORTING AND PERFORMANCE EVALUATION

Monthly Report

In accordance with Government Code 2256.023 not less than monthly, the investment officer shall prepare and submit to the Commissioner's Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the county on the date of the report;
2. be prepared jointly by all investment officers of the county;
3. be signed by the investment officer, the employee that assisted in the preparation of the report, and the County Auditor.
4. contain a summary statement of each pooled fund group that states the:
    A. beginning market value for the reporting period;
    B. additions and changes to the market value during the period; and
    C. ending market value for the period;
    D. fully accrued interest for the period;
5. state the book value and market value of each separately issued asset at the beginning and end of the reporting period by the type of asset and fund type invested;
6. state the yield and maturity date of each separately invested asset that has a maturity date;
7. state the account of fund or pooled group fund in the county for which each individual investment was acquired; and
8. state the compliance of the investment portfolio of the county as it relates to:
    A. the investment strategy expressed in the county's investment policy;
    B. relevant provisions of this chapter.

Notification of investment changes

It shall be the duty of the County Investment Officer of Hays County, Texas to notify the Hays County Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation.

Market Value

The Hays County Investment Officer shall monitor the market value of current investments on a daily basis through the Wall Street Journal. An outside third party source shall be used monthly for pricing any instrument that is not listed in the Wall Street Journal. This third party vendor will in no way be involved in the investment transaction that it is pricing.

Broker/Dealer Certification Form

as required by Texas Government Code 2256.005 (k)

County of Hays

I, as a qualified representative for the firm _____
do hereby certify that I and any broker covering this account, have received and both have thoroughly reviewed the investment policy of the County of Hays. I also understand we will be routinely informed of any changes to the County's Investment policy concerning limitations, strategy and risk constraints.

We acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude investment transactions between this firm and the County of Hays that are not authorized by the Hays County Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Hays County's entire portfolio or requires and interpretation of subjective investment standards.

Signature of Qualified Representative

Name: _____

Title: _____
Date: _____

Britney Richey, Hays County Treasurer/Investment Officer

_____
Date

Pledge Collateral Security Agreement

[The Bank] for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to the County of Hays, Texas, in order to secure the payment when due, whether by acceleration or otherwise, of any and all future indebtedness, liabilities, or obligations of [The Bank] to Hays County, incurred by [The Bank] as depository, dated as of [date], between the [The Bank] and Hays County, a security interest in, and a pledge assignment of any and all of the following property of the [The Bank], whenever acquired or arising and wherever located (the "Collateral"):

> any and all securities from time to time held by the Federal Reserve Bank or a like non affiliated holding bank identified on its books as held for the account of Hays County,

together with

> any other securities, certificates of deposit or other instruments from time to time lodged with, or delivered to, Hays County as security for the obligations or transferred to, or held for the account of, Hays County on the books of a financial intermediary or central depository,

together with

> the products and proceeds of the foregoing and any substitutions or replacements therefore.

1) Definitions. Except as otherwise expressly defined herein, all terms used herein which are defined in the Uniform Commercial Code as in effect from time to time in Texas have the same meaning herein as in the Code.

2) Continuing Agreement. This is a continuing agreement and shall remain in full force and effect and shall be binding upon [The Bank], its successors and assigns until such time as all obligations have been paid in full.

3) Representations and Warranties. [The Bank] represents and warrants, as so long as this agreement is in effect shall be deemed continuously to represent and warrant, that:

    a. The Board of Directors of [The Bank] has authorized the bank to enter into this agreement and to pledge assets hereunder from time to time to secure deposits made by Hays County with the bank, and such authorization is reflected in the minutes of a meeting of the bank's Board of Directors.

    b. This agreement and the pledge of the collateral hereunder do not violate or contravene the terms of [The Bank's] charter documents, by-

laws or any agreement or instrument binding on the bank or its property.

c. [The Bank] has entered into this agreement in the ordinary course of business, in good faith and on an arm's length basis with Hays County, not in contemplation of bankruptcy or insolvency, and without intent to hinder, delay, or defraud the bank or its creditors.

d. A copy of each this agreement and the authorization of the Board of Directors of [The Bank] has been placed (and will be continuously maintained) in the official records of the bank and with Hays County.

e. All securities or surety bonds pledged to secure deposits of the County funds shall be held at the appropriate Holding Bank. The pledge must be established as Hays County. The value of the entire security must be pledged to Hays County. The security may not be pledged to multiple entities for small amounts to total the entire security. Hays County must be the only pledge on the security. The Holding Bank shall immediately provide a receipt of the securities and/or surety bond to the Hays County Treasurer evidencing the deposit of said securities and/or surety bonds. When the pledged securities and/ or surety bonds held by the Holding Bank are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the Holding Bank issues to Hays County through the County Treasurer shall indicate that the custodian has deposited with permitted institution the pledged securities and/or surety bonds held in trust for the Depository pledging the securities.

f. If a successor financial institution succeeds to the interest of the financial institution, or if the financial institution is a judged bankrupt or insolvent, or a receiver, liquidator, or conservator of the financial institution, or of its property, is appointed, or if any public officer takes control of the financial institution, or it's property, then the successor financial institution, recover, liquidator, conservator, or public officer shall, without any further act, be bound and vested with all rights, powers, duties and obligations of the financial institution, including all collateral obligations of the financial institution, including all collateral obligations, under this agreement.

g. Collateral will be valued at the current market value as determined by nonbiased third party. New pledges are valued based on the previous day's closing market quote. All securities held are revalued no less than once a month. A report reflecting the market value of all held

collateral shall be delivered to the Hays County Treasurer once a month.

h. [Bank] must be the true and legal owner of all securities, which will be pledged to the County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by [Bank] under a repurchase agreement. The securities will be deposited with the a non-affiliated third party institution without expense to the County under an appropriate contract to be drawn to the provisions of Tex. Loc. Gov't Code Chapter 116 and amendments in accordance with the application, if approved.

i. Hays County funds shall be collateralized, consistent with Federal and State law and the County Investment Policy without exception, in one or more of the following manners:
   - U.S. Treasury Notes
   - U.S. Treasury Bills
   - Government National Mortgage Association Certificates
   - Federal Farm Credit Banks Notes and Bonds
   - Federal Home Loan Banks Notes and Bonds
   - Federal National Mortgage Association Notes and Bonds
   - Federal Home Loan Mortgage Corporation Notes and Bonds
   - State of Texas Bonds
   - Federal Home Loan Bank Irrevocable Standby Letter of Credit with Hays County listed as sole beneficiary
   - Federal Deposit Insurance Corporation (FDIC-maximum amount).
   - Federal Savings and Loan Insurance Corporation (FSLIC-required amount)

   Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable.

j. When the combined market value of the securities pledged hereunder shall be in excess of the amount required under the provisions of Section 116.054, Local Government Code, and other pertinent statutes, the Hays County Treasurer or her designee shall permit the release of such excess. The county will require one business days notice with a perfected security interest in a new pledged security as previously described before release of currently pledged security may be obtained. The collateral must have the Hays County Treasurer's or her assignee's signature to release.

k. When the combined market value of the funds on deposit with [Bank] shall for any reason increase beyond the amount of security provided, [Bank] shall immediately pledge additional securities to Hays County hereunder to the end that securities pledged shall at no time be less than 110% of the market value of the total amount of funds on deposit in [Bank].

l. Pledge for collateral must be in writing. It must be executed contemporaneously with acquisition of the asset by the bank. It must be an official record of the bank since it was executed.

4) Rights and Remedies of Hays County. Hays County's rights and remedies with respect to the collateral shall be those of a secured party under the Texas Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between [The Bank] and Hays County. Without in any way requiring notice to be given in the following time and manner, [The Bank] agrees that any notice by Hays County of sale, disposition or other intended action hereunder in connection therewith, whether required by Texas Code or otherwise, shall constitute reasonable notice to [The Bank] if such notice is delivered, at least three days prior to such action, to [The Bank's] address specified in Section 6 hereof.

5) Application of Proceeds by Hays County. In the event Hays County sells or otherwise disposes of the Collateral in the course of exercising the remedies provided for in Section 4 hereof, any amounts held, realized or received by Hays County pursuant to the provisions hereof, including the proceeds of the sale of any of the collateral or any part thereof, shall be applied by Hays County first toward the payment of any costs and expenses incurred by Hays County in enforcing this agreement, in realizing on or protecting any collateral and in enforcing or collecting any obligations, including attorney's fees, and then toward payment of the obligations in such a manner as Hays County may elect. Any collateral remaining after such an application and after payment to Hays County of all the obligations in full shall be paid or delivered to [The Bank], its successors, or assignments, or as a court of competent jurisdiction may direct.

6) Notices. Any communication, notice or demand to be given hereunder shall be duly given when delivered in writing or sent by prearranged fax or secure email to a party at its address indicated below.

If to Hays County, at:

Britney Richey
Hays County Treasurer
712 S Stagecoach Trail
Suite 1094

If to [The Bank], at: [Bank Representative]
[Bank Address]

7) Applicable Law. This agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of Texas. The venue for any dispute shall be Hays County, Texas.

In witness whereof, the [The Bank] has caused this agreement to be duly executed as of the _____ day of _____, 2020

[The Bank]

_____
[Bank Representative]
[Position Title]

Hays County

_____
Ruben Becerra
County Judge

_____ _____
Debbie Ingalsbe Lon Shell
Commissioner Pct. 1 Commissioner Pct. 3

_____ _____
Mark Jones Walt Smith
Commissioner Pct. 2 Commissioner Pct. 4

ATTEST:

_____ _____
Elaine Cardenas, Hays County Clerk Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the purchase of consumable and recreational items for the 2020 Census Outreach Program utilizing the United Way grant contribution and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	N/A

LINE ITEM NUMBER

001-712-16-129]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	BECERRA	INGALSBE

SUMMARY

On January 21st the Commissioners Court accepted an $8k grant contribution from the United Way of Greater Austin for the Central Texas 2020 Get-Out-The-Count Efforts. The Census Complete Count Committee would like to utilize these funds for consumable and recreational items as follows:

$2,250 - Printed Materials (Retractable Banners, Stickers for Children's Events, Brochures, Flyers, Posters
$2,200 - Consumable Items (2-1-1 Event, Independence Day Everyone Counts, Census Day Event, Buda Event, Kyle Event, It's Not Too Late Campaign, TXST Event, CensusLoteria)
$1,500 - Event Rental Contract Fees (Buda Event, Kyle Event, Dripping Springs Event)
$2,050 - Recreational Supplies (Art Supplies, Recreational Event Supplies, Giveaways, Tablecloths)

Funds were budgeted upon acceptance of the contributions; however, the Committee seeks court approval to utilize the funds in this manner. A budget amendment to move the additional funds needed for printed materials is required.

Budget Amendment:
Decrease Miscellaneous .5391 - ($365)
Increase Printing Services .5461 - $365

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the purchase of ten (10) tablets and printed materials for the 2020 Census Outreach Program utilizing County Funds and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	$5,500

LINE ITEM NUMBER

001-712-16]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Tammy Crumley	BECERRA	INGALSBE

SUMMARY

Commissioners Court set aside $50k during the FY20 budget process for 2020 Census Outreach Efforts. To date, $20,545 has been budgeted for a temporary part-time position, laptop with supplies and phone. The Census Complete Count Committee would like to utilize additional funds to purchase ten tablets for volunteers to utilize out in the field to better serve the public. Additionally, they would like to have additional printed materials available at every precinct office.

Budget Amendment:
Decrease Tobacco Settlement Fund Contract Services - 121-752-00.5448 - ($5,500)
Increase Data Supplies 001-716-16.5202 - $1,500
Increase Printing Services 001-716-16.5461 - $4,000

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of a Letter Amendment to the Interlocal Funding Agreement between Hays Consolidated Independent School District (HCISD) and Hays County related to the construction of turn lanes on HCISD projects in Precinct 2 originally executed on or about January 23, 2018 .

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	JONES	N/A

SUMMARY

Attached: Letter Amendment

FIRST AMENDMENT TO
INTERLOCAL FUNDING AGREEMENT FOR ROADWAY REPAIR

This 1st Amendment to Interlocal Agreement for the Roadway Repair ("Amendment") is made this 3rd day of March, 2020, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Hays Consolidated Independent School District, (hereinafter referred to as "HCISD"). The above-cited parties are collectively referred to as "the parties to this Amendment" or "the parties."

The original Interlocal Funding Agreement for Roadway Repair ("the Agreement") was executed between the parties on or about January 23, 2018.

Section IV School District Obligation of the Agreement shall be amended as follows (~~Stricken through~~ words represent deletions, while underlined words represent additions):

~~Notwithstanding any other provision of this contract~~ Other than the waterline costs cited below, the total amount paid by the School District to the County under this contract shall not exceed the sum of:

ES#14:	$250,000.00
ES#15:	$250,000.00
Totaling:	$500,000.00

The School District shall pay, or cause to be paid, costs associated with the installation of a waterline associated with ES#15, totaling $442,791.87. The Parties recognize that the County has received $327,136.70 from Bartlett Cocke to pay a portion of this cost. The School District shall pay the remaining $115,655.17 within ten (10) business days of the Effective Date of this Amendment.

The above-cited monies shall be held in trust by the County until they are spent on the project with which they are associated in this Agreement, or until they are refunded to the School District as described above.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to Interlocal Funding Agreement for the Roadway Repair is hereby executed this the 3rd day of March, 2020, as is evidenced by the authorized signatures of the Parties, below.

HCISD

_____

BY:
TITLE:

COUNTY

_____

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____

ELAINE CARDENAS
HAYS COUNTY CLERK

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a Professional Services Agreement (PSA) between Hays County and Costello, Inc. to provide schematic design, environmental documentation, Plans, Specifications & Estimates (PS&E) and construction phase inspection services for proposed culvert improvements located 500 linear feet (LF) south of Meadow Woods Drive on FM 2770 in Kyle, TX.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 3, 2020	$124,000.00

LINE ITEM NUMBER

020-710-00.5448_008

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcherding, P.E.	JONES	N/A

SUMMARY

This project will develop a PS&E for the drainage impact analysis, final design, utility location/coordination, and construction management of proposed culvert improvements located 500 LF south of Meadow Woods Drive on FM 2770 in Kyle, TX.

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Costello, Inc.** hereinafter "Contractor"), whose primary place of business is located at 9050 N. Capital of Texas Hwy, Bldg. 3, Ste. 390, Austin, Texas 78759, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of _____, 20__ (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
The work to be performed by the Engineer under this contract consists of providing engineering services required for the drainage impact analysis, final design, utility location/coordination, and construction management of proposed culvert improvements located 500' south of Meadow Woods Drive on FM 2770 in Kyle, TX.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jerry Borcherding, P.E. and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS
Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION
The parties agree that the Work shall be completed one hundred and eighty (180) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION
Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree

that the County shall pay Contractor a total fee not to exceed one hundred twenty four thousand dollars ($124,000.00 USD) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) of the new policy date at the following address: Office of General County, Hays County Courthouse, 110 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this

Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas	Contractor
By: Ruben Becerra	By: Vernon W. Hegwood, PE
Hays County Judge	Vice President, Transportation

EXHIBIT A-1

Scope of Work

The work to be performed by the Engineer under this contract consists of providing engineering services required for the drainage impact analysis, final design, utility location/coordination, and construction management of proposed culvert improvements located 500' south of Meadow Woods Drive on FM 2770 in Kyle, TX.

More specifically described:

1. **Drainage Impact Analysis:**

Data Collection: Field topographic surveys of the existing culverts at Fairway Drive and two downstream cart path crossings will be performed to obtain pipe sizes, flowline elevations, roadway top elevations and representative cross sections near the upstream and downstream faces of the culverts. Review of existing LiDAR topographic data will be performed to delineate existing drainage areas tributary to key locations along the channel. The LiDAR data will also be used to "cut" cross sections along the channel length for use in the hydraulic model. Review of existing aerial photography will be performed to aid in the determination of existing land uses. Field reconnaissance of the area will be performed to confirm drainage area delineations.

Existing Condition Model Development: The above data will be used to build a hydrologic (HEC-HMS) model of the subject watershed to compute runoff hydrographs for key locations along the channel. Peak flows will be computed for the 2, 5, 10, 25 and 100-year storm events obtained from the TxDOT Hydraulic Design Manual. Hydrograph computations will be adjusted to ensure the HMS computed peak hydrograph flows closely match the flows computed from the TxDOT methodology.The above flow hydrographs will be used in the hydraulic (HEC-RAS) model developed from the topographic data collected, as described above. It is proposed that the unsteady-state computational methodology in RAS be used for this analysis. The existing condition water surface elevations along the channel and the peak flow exiting the mouth of the channel will be used to compare the proposed condition results against to ensure no adverse impacts are caused by the proposed project.

Proposed Condition Model Development: The above existing condition models will be modified to reflect the proposed culvert improvement at FM 2770. It is not anticipated that any changes in the runoff computations will be necessary since the impervious cover and other land use related runoff parameters will not change due to the culvert improvement. The proposed culvert size and associated floodplain mitigation improvements (if needed) will be iterated until the resulting water surface elevations and flows at the channel mouth indicate that no adverse impacts are caused by the project. Floodplain mitigation measures, such as detention of channel improvements, may be needed to control any changes in the hydrologic/hydraulic conditions along the channel created by the proposed culvert improvement. If such, improvements are shown to be necessary, preliminary designs and locations of such will be coordinated with the County staff.

Documentation: A written report will be prepared which documents the assumptions used in the analysis, the existing and proposed condition model results and the proposed improvements recommended. The report will include tables, exhibits and computer model files for the review and approval of the County. A copy of the report will also be provided to TxDOT for their concurrence since this project is within their right of way. A copy of the report will also be provided to the City of Kyle for their records since the downstream reach of the channel is within the city limits.

2. **Final Plans:** Includes pothole of gas line and two communication lines, utility location coordination, survey, TxDOT and bid coordination.

3. **Construction Management/ CEI Services:** Provide construction management services including inspection, testing, and contract management with approval of construction contractors payment estimates.

EXHIBIT B

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2020

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 Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079	CONTACT NAME: Bee Bigtacion PHONE (A/C, No, Ext): 713-888-3951 FAX (A/C, No): 713-952-9939 E-MAIL ADDRESS: bbigtacion@higginbotham.net
INSURED Costello, Inc. 7gen Planning 2107 CityWest Blvd, 3rd Floor Houston TX 77042	COSTE

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Hartford Accident and Indemnity Co	22357
INSURER C : Hartford Underwriters Ins Co	30104
INSURER D : Sentinel Insurance Company, LTD	11000
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 516534872 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			84SBABB7357	7/17/2019	7/17/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			84UECZV7996	7/17/2019	7/17/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			84SBABB7357	7/17/2019	7/17/2020	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		84WBCID2479	7/17/2019	7/17/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFESSIONAL LIABILITY FULL PRIOR ACTS			AEH113745743	7/18/2019	7/18/2020	EACH CLAIM AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER

Office of General County, Hays County Courthouse
111 East San Antonio Street, Suite 202
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: COSTE

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Costello, Inc. 7gen Planning 2107 CityWest Blvd, 3rd Floor Houston TX 77042
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GENERAL LIABILITY:
The General Liability policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The General Liability policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The General Liability policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

AUTOMOBILE LIABILITY:
The Commercial Automobile policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Commercial Automobile policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Commercial Automobile policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The Commercial Automobile policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

WORKERS COMPENSATION:
The Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it.

The Workers Compensation policy includes a United States Longshore and Harbor Workers' Compensation Act Coverage Endorsement and Voluntary Compensation.

PROFESSIONAL LIABILITY:
A Waiver of Subrogation is included for Professional Liability where required by written agreement issued prior to a Claim or Circumstance.

The Professional Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder when required by written contract.

UMBRELLA:
The Umbrella Liability policy is follow form on the General Liability, Automobile Liability and Employers' Liability policies.

Project: 500' South of Meadow Woods Drive on FM 2070 - Kyle, Texas

Certificate holder extended to read: Office of General County, Hays County Courthouse, its officers, directors, employees, agents or sub-contractors.

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements, accept the 2-year maintenance bond #107170496 in the amount of $86,517.66, and accept the 1-year revegetation bond #107170497 in the amount of $4,211.20 for 6 Creeks subd., Phase 1, Section 3.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW. A performance/subdivision bond was not issued for this section prior to the start of construction, so we will not be releasing any bonds.

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

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

January 29, 2020

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

RE: 6 Creeks subdivision, Phase 1, Section 3

Dear Commissioners and Judge:

Becky Carroll, P.E. with Pape-Dawson Engineers, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for 6 Creeks subdivision, Phase 1, Section 3, accept the 2-year maintenance bond #107170496 in the amount of $86,517.66, and the 1-year revegetation bond #107170497 in the amount of $4,211.20. A performance/subdivision bond was not issued for this section prior to the start of construction, so we will not be releasing any bonds. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

Jerry W. Borcherding

Jerry Borcherding, P.E.
Director
Hays County Transportation

PAPE-DAWSON ENGINEERS

October 14, 2019

Mr. Tim Sawtelle
Blake Magee Company
1011 North Lamar
Austin, TX 78703

Re: 6 Creeks-Phase 1, Section 3
Substantial Completion Letter

Dear Mr. Sawtelle,

As of this date, the above-mentioned development is deemed substantially complete based upon the following observations:

1. Water and Wastewater improvements have been installed per the approved construction plans for this section.
2. Street and Drainage facilities necessary to serve the lots have been installed in general conformance with the approved construction plans for this section.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,
Pape-Dawson Engineers, Inc.

Becky Carroll, P.E.
Vice President

P:\81\41\10\Word\Letters\191014 Substantial Completion Letter.docx

MAINTENANCE BOND

Bond No.: 107170496

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc., as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto Hays County, as Obligee, in the total sum of Eighty-six Thousand Five Hundred Seventeen & 66/100 U.S. Dollars ($86,517.66) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated December 26, 2019 for 6 Creeks Phase 1, Section 3 - Streets ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 year(s) commencing on the official date of acceptance (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 2nd day of December, 2019.

Cash Construction Company, Inc.
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____
D-Ann Kleidosty, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Camille M. Cruz, of Atlanta, Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of December, 2019.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

MAINTENANCE BOND

Bond No.: 107170497

KNOWN ALL BY THESE PRESENTS: That we Cash Construction Company, Inc., as Principal, and Travelers Casualty and Surety Company, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto Hays County, as Obligee, in the total sum of Four Thousand Two Hundred Eleven & 20/100 U.S. Dollars ($4,211.20) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated December 26, 2019 for 6 Creeks Phase 1, Section 3 - Revegetation - Hays County TX ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 1 year(s) commencing on the official date of acceptance (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 2nd day of December, 2019.

Cash Construction Company, Inc.
(Principal)

By: _____

Travelers Casualty and Surety Company

By: _____
D-Ann Kleidosty, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **D-Ann Kleidosty** of **Atlanta**, **Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of December , 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

PAPE-DAWSON ENGINEERS

Transmittal

TO:	Hays County Development Services 2171 Yarrington Rd San Marcos, TX 78666	DATE:	2/17/2020
ATTN:	Jim Parman	PROJECT NO.:	8141-10
FROM:	Becky Carroll, P.E.		
RE:	6 Creeks-Phase 1, Section 3		

Quantity	Description
1	Revegitation Bond

If enclosures are not as noted, kindly notify us at once.

☒ For Approval ☐ For Your Use ☐ As Requested ☐ For Review and Comment

COMMENTS:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1401; Replat of Lot 10, Indian Hills Ranch Subdivision. Discussion and possible action to consider a variance from section 721.5.07 (C) of the Hays County Development Regulations and approval of final plat; hold public hearing.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	JONES	N/A

SUMMARY

Indian Hills Ranch is a recorded subdivision located off of FM 150 in Precinct 2.

Section 721.5.07 of the Hays County Development Regulations establishes the criteria for Shared Access Driveways when implemented for a proposed subdivision. Item C, has parameters regarding the minimum distance a proposed shared access driveway must be from an existing driveway or any other shared access driveway. The proposed shared access driveway with this replat does not meet the minimum separation distance from the recorded shared access driveway on the original recorded Indian Hills Ranch Subdivision plat. As a result, the owner is requesting a variance from section 721.5.07 (C) to allow the proposed shared access driveway. The owner's justification for the variance is provided in backup.

The proposed re-plat will divide the 30 acre lot 10 into two lots. Water service will be provided by Private Well and/or Rainwater Collection, Wastewater treatment will be accomplished by individual On-Site Sewage Facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: March 3rd, 2020
Requested By: Marcus Pacheco, County Planner
Prepared By: Marcus Pacheco, County Planner
Department Director: Caitlyn Strickland, Development Services Director
Sponsoring Court Member: Commissioner Mark Jones, Precinct Two

AGENDA ITEM LANGUAGE:

Replat of Lot 10, Indian Hills Subdivision. Discussion and possible action to consider a variance from section 721.5.07 (C) of the Hays County Development Regulations and approval of final plat; hold public hearing.

BACKGROUND/SUMMARY OF REQUEST:

A) Indian Hills Ranch is a recorded subdivision located off of FM 150. The recorded Lot 10 is a 30 acre lot that fronts off of Indian Hills Trail, a private maintained road in Hays County. The proposed replat will divide the recorded lot 10 into two 15 acre lots, Lot 10-A and Lot 10-B.

Water utilities will be provided by Private Well and/or Rainwater Collection Systems and Wastewater utilities will be provided by the Individual On-Site Sewage Facilities. The property is located within the City of Mountain City's Extra-Territorial Jurisdiction and within Hays County Commissioner Precinct Two boundary.

B) The owner is requesting a variance from our Hays County Development Regulations. More specifically, to Section 721.5.07 of the regulations which pertains to Shared Access Driveways in regards as access to regulated roadways. Item C, outlines the parameters regarding minimum separation distance from a proposed shared access driveway in relation to an existing driveway or existing shared access driveway. The proposed shared access driveway with this replat does not meet the minimum distance of 500 feet from an existing shared access driveway created with the original Indian Hills Ranch Subdivision. The existing shared access driveway was never physically created as directed on the plat, and instead, the location of the driveway was shifted to where the proposed shared access driveway is currently depicted on this replat. The owner and the neighbors that utilize the shared access driveway in its current location are requesting to honor the current location as the proposed shared access driveway since it has been used for many years.

C.) Along with the justification outlined above in item B, the applicant has set forth additional provisions that are required when a subdivision plat proposes any shared access driveways as a means for access to a regulated roadway. These provisions include plat notes which limit each lot to one single family residence per lot, all lots must be at least 5 acres in size, no further resubdivision of the lots that are utilizing the shared access driveway, and no TCEQ regulated development.

STAFF COMMENTS:

Staff has completed the technical review for the Indian Hills, Lot 10, Replat. The only items remaining at this time is the public hearing for the replat, variance consideration and action, and action on the approval of the replat.

At this time, staff is prepared to approve the Replat of Lot 10, Indian Hills Ranch Subdivision.

ATTACHMENTS/EXHIBITS:

Property Location Map

Variance Request

Shared Access Driveway Distance Exhibit

Subdivision Plat

REQUEST FOR VARIANCE
APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. COMPLETE THE APPLICATION FOR A VARIANCE: After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. SUBMIT APPLICATION: Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of $100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.

REQUEST FOR VARIANCE
Hays County, Texas

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only
Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Carol McLaughlin

Property Owner's Mailing Address: 425 Indian Hills Trail, Kyle, Texas 78640

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 680-9636 e-Mail Address: schultzviking@yahoo.com

IF APPLICABLE: Owner hereby gives Jon Thompson, J Thompson Professional Consulting permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

Carol McLaughlin
Owner's Signature

STATE OF TEXAS
COUNTY OF Caldwell

Subscribed and sworn to before me this 29th day of January, 2020

(seal)

ASHLEY PINEDA
Notary Public, State of Texas
Notary ID# 13133387-7
My Commission Expires
OCTOBER 30, 2021

Ashley Pineda
Notary Public
My Commission expires: October 30, 2021

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: Jon Thompson, J Thompson Professional Consulting

Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620

Home Phone: _____ Work Phone: _____

Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): Indian Hills, Lot 10 Replat

911 street address for the Subject Property, if established: 425 Indian Hills Trail, Kyle, Texas 78640

Legal description:

Lot 10, Block -, Subdivision Indian Hills Subdivision, Sec -, Phase -

If not located in a subdivision: Survey N/A,

Abstract N/A, Recorded (Vol/Page) N/A

Hays Central Appraisal District Property ID Number: R62639

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 2

This information can be obtained by calling (512) 393-2160.

ACTION REQUESTED:

☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
- ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
- ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
- ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
- ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☒ Variance from the Regulations as they apply to the subdivision of property in Hays County.

☐ Other (specify): _____

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 721, Section 5.07(C)	A new shared access driveway must not be within 500 feet of another Shared Access Driveway.	The proposed new shared access driveway is less than 500 feet away from an existing shared access driveway that exists on paper only.

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The shared access driveway that was created at the time of the replatting of Lots 11, 12, and 13 did not reflect the actual location of the shared access driveway on the ground. The actual road was located on Lot 10; however, Lot 10 was not a part of that replat. The actual roadway will be incorporated inside of a Shared Access Driveway as a part of this replat.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

The strict enforcement of this provision would create a hardship on the various owners of the easement that has been in use for many years. This replat is attempting to clean up the mistake made previously.

3. Described how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The granting of this variance will not be detrimental to the public health, safety, and welfare or injurious to other property since it is only reflecting on paper what has existed in reality for many years to provide access to lots behind Lot 10.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:
This hardship was not created by the owner of Lot 10, rather, it seems that the action to create the existing paper Shared Access Driveway failed to properly locate the Shared Access Driveway previously. The owner of Lot 10 is taking corrective action to fix the previous error of the lot on which the Shared Access Driveway is actually located.

5. Describe how the variance will improve the functionality of the development on the Subject Property:
The variance will only reflect in reality where the actual Shared Access Driveway is located.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:
N/A

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):
N/A

****

PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
☐ Other – List any other supplemental information submitted with this Application:

****

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

Print Name Ira Thompson

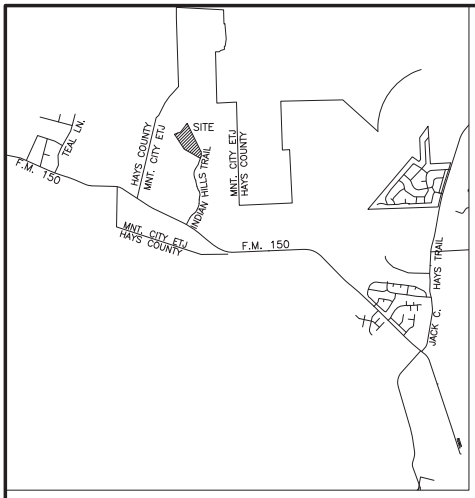
STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 29 day of January, 2020.

(seal)

TAMMY SATTERLY WARDEN
Notary Public, State of Texas
Comm. Expires 07-19-2021
Notary ID 124959964

Notary Public, State of Texas
My Commission expires: 7-19-2021



VICINITY MAP – 1"=5000'

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

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

_____ _____
CAITLYN STRICKLAND, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0270F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.

7. THIS TRACT LIES WITHIN THE BOUNDARIES OF MOUNTAIN CITY EXTRA TERRITORIAL JURISDICTION.

8. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 5.

9. THIS SUBDIVISION LIES WITHIN THE BARTON SPRINGS EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.

9. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

10. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

11. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

12. THE 25' BUILDING SETBACK LINE IS PER HAYS COUNTY DEVELOPMENT REGULATIONS. THE 25' P.U.E. IS PER THE PLAT OF INDIAN HILLS RANCH RECORDED IN VOLUME 6, PAGE 339 OF THE HAYS COUNTY PLAT RECORDS.

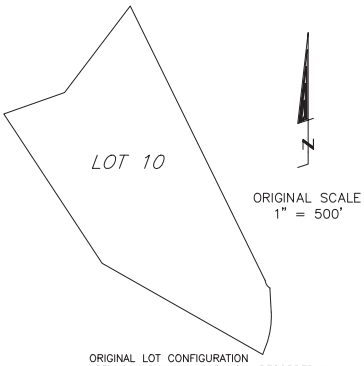
13. LOTS USING THE SHARED ACCESS EASEMENT ARE PROHIBITED FROM FURTHER SUBDIVISION.

14. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE WATER AVAILABILITY AND IS PROHIBITED FROM RESUBDIVISION FOR A PERIOD OF FIVE (5) YEARS FOLLOWING THE FILING OF THIS PLAT.

15. ALL LOTS SERVED BY A 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 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 THE PURPOSES OF THIS SUBPARAGRAPH.

16. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE 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 UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.

17. UP TO THREE LOTS WITHOUT INDEPENDENT ACCESS TO A REGULATED ROADWAY MAY SHARE A SHARED ACCESS DRIVEWAY IF ALL LOTS USING THE DRIVEWAY ARE LARGER THAN FIVE ACRES IN SIZE AND RESTRICTED BY A PLAT NOTE LIMITING DEVELOPMENT TO ONE SINGLE FAMILY RESIDENCE PER LOT AND PROHIBITING TCEQ REGULATED DEVELOPMENT.



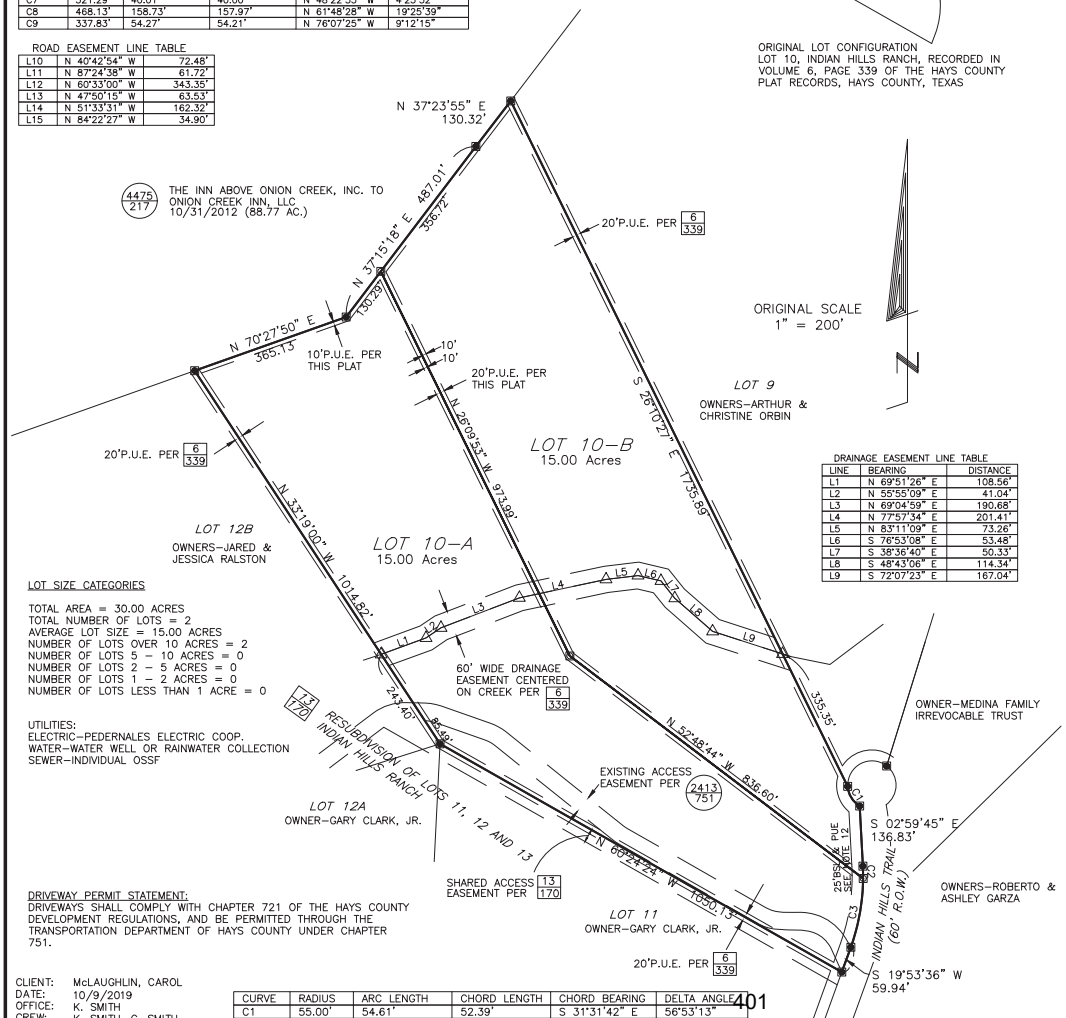
ORIGINAL LOT CONFIGURATION
LOT 10, INDIAN HILLS RANCH, RECORDED IN VOLUME 6, PAGE 339 OF THE HAYS COUNTY PLAT RECORDS, HAYS COUNTY, TEXAS

ROAD EASEMENT CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	65.11'	59.01'	57.01'	N 66°32'46" W	51°55'57"
C5	113.55'	47.81'	47.46'	N 71°41'27" W	24°07'29"
C6	311.55'	46.44'	46.40'	N 54°30'23" W	8°32'25"
C7	521.29'	40.01'	40.00'	N 48°22'53" W	4°23'52"
C8	468.13'	158.73'	157.97'	N 61°48'28" W	19°25'39"
C9	337.83'	54.27'	54.21'	N 76°07'25" W	9°12'15"

ROAD EASEMENT LINE TABLE

L10	N 40°42'54" W	72.48'
L11	N 87°24'38" W	61.72'
L12	N 60°33'00" W	343.35'
L13	N 47°50'15" W	63.53'
L14	N 51°33'31" W	162.32'
L15	N 84°22'27" W	34.90'



DRAINAGE EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 69°51'26" E	108.56'
L2	N 55°55'09" E	41.04'
L3	N 69°04'59" E	190.68'
L4	N 77°57'34" E	201.41'
L5	N 83°11'09" E	73.26'
L6	S 76°53'08" E	53.48'
L7	S 38°36'40" E	50.33'
L8	S 48°43'06" E	114.34'
L9	S 72°07'23" E	167.04'

LOT SIZE CATEGORIES

TOTAL AREA = 30.00 ACRES
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 15.00 ACRES
NUMBER OF LOTS OVER 10 ACRES = 2
NUMBER OF LOTS 5 – 10 ACRES = 0
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOP.
WATER–WATER WELL OR RAINWATER COLLECTION
SEWER–INDIVIDUAL OSSF

DRIVEWAY PERMIT STATEMENT:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

CLIENT: McLAUGHLIN, CAROL
DATE: 10/9/2019
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 774/3
PLAT NO. 27725-19-c

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	55.00'	54.61'	52.39'	S 31°31'42" E	56°53'13"
C2	470.00'	28.14'	28.14'	S 01°16'21" E	3°25'52"
C3	470.00'	159.48'	158.71'	S 10°09'50" W	19°26'28"

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, CAROL McLAUGHLIN, OWNER OF LOT 10, INDIAN HILLS RANCH, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 5/27/2010, AND RECORDED IN VOLUME 3910, PAGE 225, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS RESUBDIVISION PLAT OF LOT 10, INDIAN HILLS RANCH, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

_____
CAROL McLAUGHLIN, OWNER
425 INDIAN HILLS TRAIL
KYLE, TX. 78640

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

_____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF

_____, A.D., 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 2020, 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. 2020

_____	_____
RUBEN BECERRA	ELAINE H. CARDENAS
COUNTY JUDGE	COUNTY CLERK
HAYS COUNTY, TEXAS	HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____, AT

_____ O'CLOCK ____.M., IN THE PLAT RECORDS OF HAYS COUNTY,

TEXAS IN INSTRUMENT NUMBER_____.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

THIS RESUBDIVISION PLAT OF LOT 10, INDIAN HILLS RANCH HAS BEEN SUBMITTED TO AND CONSIDERED BY THE BOARD OF ADJUSTMENTS OF THE CITY OF MOUNTAIN CITY, TEXAS, AND IS HEREBY APPROVED BY SUCH BOARD.

DATED THIS _____ DAY OF _____, 2020

_____	_____
MAYOR	SECRETARY

LEGEND

VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
VOL / PG	HAYS COUNTY PLAT RECORDS
⊠	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
◙	1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
▲	CONCRETE NAIL SET
—— X ——	WIRE FENCE
—— ohu ——⊕——	UTILITY LINE, POLE AND GUY
⊠	PROPERTY CORNER
BSL	BUILDING SETBACK LINE
PUE	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT

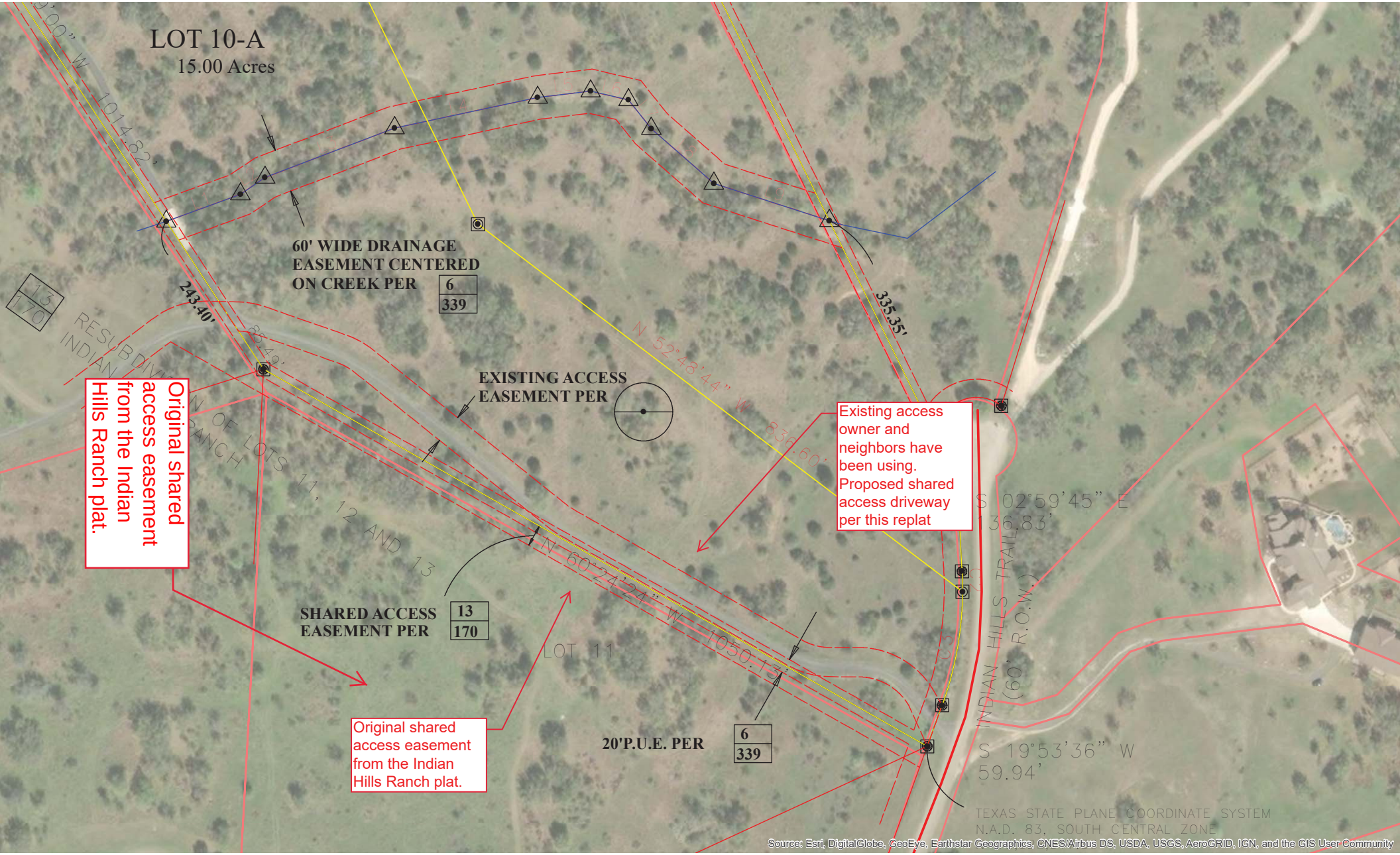
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

RESUBDIVISION PLAT OF LOT 10, INDIAN HILLS RANCH, HAYS COUNTY, TEXAS


LOT 10-A
15.00 Acres
60' WIDE DRAINAGE EASEMENT CENTERED ON CREEK PER 6 339
EXISTING ACCESS EASEMENT PER
SHARED ACCESS EASEMENT PER 13 170
20'P.U.E. PER 6 339
243.40'
335.35'
N 52°48'44" W 836.60'
N 60°21'24" W 1050.13'
S 02°59'45" E 36.83'
S 19°53'36" W 59.94'
LOT 11
INDIAN HILLS TRAIL (60' R.O.W.)
Original shared access easement from the Indian Hills Ranch plat.
Existing access owner and neighbors have been using. Proposed shared access driveway per this replat
Original shared access easement from the Indian Hills Ranch plat.
TEXAS STATE PLANE COORDINATE SYSTEM
N.A.D. 83, SOUTH CENTRAL ZONE
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of a Professional Services Agreement (PSA) between Hays County and Vista Planning & Design related to a proposal for a Master Plan for El Rancho Cima.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 3, 2020	$32,088

LINE ITEM NUMBER

170-657-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

Vista Planning & Design will work with Hays County officials and the Nature Conservancy to create a Master Plan to convey a planning strategy for the development of El Rancho Cima.

Attachment: Vista Planning and Design PSA

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Vista Planning & Design** hereinafter "Contractor"), whose primary place of business is located at 19 Sugar Shack Dr., West Lake Hills, TX 78746, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the ___ day of _____, 20__ (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
Create a master plan & renderings that uses both schematic and symbolic graphics to convey a master planning strategy for the El Rancho Cima tract.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Commissioner Lon A. Shell and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS
Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION
The parties agree that the Work shall be completed One hundred eighty (180) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION
Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Thirty two thousand eighty eight dollars ($32,088 USD) for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION
Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE
Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this

Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County, Texas	Vista Planning & Design
By: Ruben Becerra	By: Mitchell Wright
Hays County Judge	Owner

EXHIBIT A & B

Scope of Work and Fee Schedule

vista
Planning & Design

Master Planning Proposal For:

El Rancho Cima

Commissioner Precinct 3

Lon Shell & Mark Kennedy

December 16th 2019

Mitch Wright ASLA, AICP, LEED AP
19 Sugar Shack Dr
West Lake Hills, Texas 78746
(512) 673-8274
vistaplanning@sbcglobal.net

Master Planning
Site Planning
Landscape Architecture
Development Consulting

vista
Planning and Design
E mitch@vistaplanningdesign.com 19 Sugar Shack Dr.
T 512 673 8274 West Lake Hills, Tx 78746

Ā
December 16, 2019Ā

Hays County
Master Planning Proposal for El Rancho Cima

Project Schedule and Work Plan:

The project goal is to create a master plan & renderings that uses both schematic and symbolic graphics to convey a master planning strategy for the El Ranch Cima tract. The project will focus on low impact uses and repurposing the existing facilities to allow residents to experience a natural landscape accessed through a trail network while performing the task of mitigation.

It is envisioned that there will be a map or series of maps depicting the master plan as well as illustrations showing the vision described in the master planning document. The initial planning will be guided by both the Nature Conservancy and Hays County officials and then through a public engagement process to describe the vision but also solicit ideas and comments from the County residents.

The Work Plan that follows delineates the specific phases and related tasks to be undertaken in the development of the project. This is an outline of the process that will be followed to develop a master plan and presentations meeting the requirements of the client. Variations are sure to happen as the project unfolds but the fee will remain constant as long as the variations do not depart from the intent of this work plan.

Work Plan Outline

1.ĀInitial Project Setup

To launch the project, the team consisting of Vista and select leaders will meet to discuss schedules, timelines, scope, and set milestones and meeting dates. A group of Hays County officials comprising a Steering Committee will be identified for team meetings moving forward. The process for public engagement will be discussed and decided upon including what stakeholder groups included for focus meetings, and the online survey open to all of Hays County. During this first meeting, it is anticipated that Vista would be introduced to the site and toured around. Afterwards during the next stage, Vista will come out two more times to review the site in detail.

2.ĀExisting Conditions & Base Data Compilation

To begin, Vista will need all available data on the site. Information needed will be detailed topographic information, preferably in digital form (LIDAR) if available. All mapping that shows roads, trail, existing facilities, land cover, ecological and cultural data including threatened species or sensitive sites, utilities, and any future development programs that might be known such as roads. Once assimilated into Vista’s formatting then additional data can be input such

as high resolution aerial photography. With maps in hand, Vista anticipates two trips to the site to photograph and look at the features while working on mapping key areas and concepts. Opportunities will be noted as they are observed at the same time informing the first planning and educational components.

3. Conceptual Master Plan

To work toward a conceptual master plan means that a program for the park is to be established. Mostly that is already established with your vision for the uses of different areas. Once the base data is compiled into comprehensive base maps, Then Vista will conceive of an initial master plan to begin discussions. The master plan, in support of your mission, would depict environmental, historical, and social activities co-existing. Within that context, an educational component will be outlined that interprets the interaction of these three main areas of interest. The plan should indicate physical improvements depending on graphical scale and otherwise indicate these improvements through a legend of symbology. Narrative and bullet point labels and descriptions will accompany the master plan to further convey the intent and goal of the plan.

With this plan the Steering Committee will meet with Vista to discuss the first pass plan and give commentary and direction for revisions, subtractions, and additions to the plan. Once the plan is at a state that is fairly well advanced, then Vista will initiate the Public Engagement portion of the project.

4. Public Engagement

In the project beginning, Vista with the Steering Committee will identify several groups that have a little higher stake in the planning than the general citizens. Among the stakeholders maybe groups like environmental and cultural history groups, county officials, emergency services, Nature Conservancy, USFWS, Texas Parks and Wildlife, Boy Scouts, adjacent residents, and outdoor adventure groups. The list will be determined with the Steering Committee. Vista's fees listed anticipates two Stakeholder meetings. These meetings will have representatives of different organizations or groups to voice their opinion about the uses and planning of the site. Maps will be available showing the planning to date to keep the conversation focused and not stray too far from the goals of the County.

Separately an online survey will be conducted. Vista will write the questions and the County will post on the official county website and advertise the survey through appropriate outlets. The survey should be conducted with Survey Monkey or other quality online tool so that analytics can be generated for the results. Vista will report on the findings and dialog from both stakeholders and online survey.

5. Final Draft Exhibits

Once the public engagement has been completed, Vista and the Steering Committee will reconvene to discuss the outcome of the meetings and survey. Discussion and decisions will be

made as to what to change with the master plan and report based on the feedback. A draft final report and master plan will be updated and revised as needed to represent the broader input as appropriate for the goal of the County.

6. Presentation & Final Comment Solicitation

Once the full draft package is completed, Vista will conduct two open house sessions to put on display the full plan for county residents to come see. There will be a final opportunity for residents to comment on the master plan at each of the open houses. At each session, Vista will give a brief overview of the project and then informally answer questions as people move around and look at the exhibits. All comments gathered will be in the final report. It will be up to the Steering Committee and Vista to decide on any further revisions based on these comments. In conjunction with the open houses. The County should post the final draft report and plans online for everyone to see prior to the open house sessions.

7. Presentation to the Hays County Commissioner's Court for Final Approval

After the open houses are completed, Vista will be on the agenda for a presentation to the County Commissioners Court and with the transparency throughout the process, hopefully a vote for final approval achieved.

---

1. Excluded Items from this Proposal

The following items **are not** included in this project scope and fee proposal and can be added as additional services and billed at $125.00 per hour or with a lump sum proposal. With some of the services below, Vista would be outsourcing the work due to expertise or seal and therefore the project would be subject to the fee proposal generated by that sub:

- Construction document level of information
- Geotech or soils investigations, dam analysis or any structural /engineering analysis or design
- Site surveying
- Slopes or ADA analysis
- Site layout (dimensioning) of any conceptual features
- Reproduction, materials cost or time
- Additional site concepts after the Final Concept has been approved
- Perspectives, 3D models, and other renderings beyond one overall plan view (potential for detailed plans possible) rendering and two photoshop perspectives
- Engineering or architecture as defined by seal
- Sketchup models and rendering
- Additional lands outside of the current land purchase
- Educational interpretation other than indicating features worthy of this effort

2. Summary of Fees and Reimbursements

Proposed project fees are based on an estimated amount of time of tasks performed by Mitch Wright. Mr. Wright's fee is set at $125.00 per hour and includes an averaging of time accumulated for the full range of actions (project administration, CAD or Photoshop work, public and client meetings, and design expertise) required for accomplishing the tasks as listed in the scope of services above. Driving

time is included at $75/hour as it is routine to make notes pre and post trip. The fee listed below represents a ceiling not to exceed without written confirmation of additional services. The ceiling is for the overall fee, not the individual tasks.

Project Initiation + Base Data & Site review _____	$ 6,262.50
Conceptual Master Plan _____	$ 11,912.50
Public Engagement _____	$ 5,600.00
Final Draft Exhibits _____	$ 3,425.00
Presentations & Final Comment Solicitation _____	$. 3,150.00
Presentation to County Commissioner's Court for Approval __	$. 1,737.50
TOTAL FEE _____	$ 32,087.50

Receipt of the signed contract will be required to initiate the contract.

Reimbursable Expenses:

Reproduction costs_____ cost plus 10%

Invoices will be billed monthly based on percentage of work completed. Terms are thirty (30) days upon receipt of invoice by the client. Payments beyond that date are subject to a ~~4% per month additional charge~~. In the event of any additional consultation required of Vista Planning & Design and its sub-consultants for unforeseen or protracted developments in the project, work will be billed at the specified hourly rate as an addition to the specified contract fee. An estimate of time and fee will be provided to the client for approval prior to commencement of work and will be added as Addenda to the main contract.

Texas Govt Code Chpt. 2251.

If any errors occur during the design process that are the responsibility or oversight of Vista Planning & Design, then Vista Planning & Design reserves the right to address and correct this work without a formal legal process. Mr. Wright and Vista Planning & Design is a landscape architecture and certified land planning firm and though elements of a design may represent engineering or architectural related elements, We do not perform engineering or architecture tasks as regulated by the state and no work from Vista Planning & Design is to be misconstrued to be certified engineering or architectural work.

We would like to thank you for the opportunity to submit this proposal for our master planning and site planning services for this project. We look forward to working with you and earning your work in the future. We would be happy to meet with you to discuss any items outlined above at your convenience and are ready to proceed immediately with all necessary resources to meet your overall schedule.

Accepting this proposal:

_____ _____

Mark Kennedy, Lon Shell or County Representative Date

Submitted By:

E. Mitchell Wright
Vista Planning & Design

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve a resolution in support of the Emerald Crown Trail.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

The resolution is attached.

A RESOLUTION OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS EXPRESSING SUPPORT FOR THE EMERALD CROWN TRAIL MASTER PLAN

WHEREAS, a Working Group that includes representatives of Hays County, the cities of Kyle, Buda and San Marcos, the Guadalupe-Blanco River Trust, the Meadows Center for Water and the Environment, the Hill Country Conservancy, Take-a-Hike San Marcos, the Texas State University Geography Department and the San Marcos Greenbelt Alliance was formed in 2017 to consider the development of a regional trail that would link the cities of Buda, Kyle and San Marcos and rural areas of Hays County, to be known as the Emerald Crown Trail; and

WHEREAS, the Working Group, with facilitation and assistance from the National Park Service Rivers, Trails and Conservation Assistance ("RTCA") program Austin field office, developed an Emerald Crown Trail Master Plan, a copy of which is attached to and incorporated in this Resolution as if fully set forth herein; and

WHEREAS, the Working Group made a presentation on the Emerald Crown Trail Master Plan to the Commissioners Court and requested that the Commissioners Court adopt a resolution in support of the plan; and

WHEREAS, the Emerald Crown Trail would connect communities, enhance recreation and transportation opportunities, tourism and public health; and

WHEREAS, the Commissioners Court wishes to express support for the Emerald Crown Trail Master Plan, to direct the County staff to continue to participate in the work and meetings of the Working Group, and to direct the County staff to consider incorporating applicable elements of the Emerald Crown Trail Master Plan in future updates of relevant master plans and regulations of the County; and

WHEREAS, the Commissioners Court, in expressing support for the Emerald Crown Trail Master Plan, acknowledges that the routing options shown in the Emerald Crown Trail Master Plan are preliminary and conceptual in nature, and changes to and refinement of the routing options may be needed; and

WHEREAS, the Commissioners Court wishes to express its commitment that any easements needed for the Emerald Crown Trail would only be obtained with landowner support and should be acquired through discussions with landowners, not through the use of eminent domain; and

WHEREAS, the Commissioners Court wishes to express the County's appreciation to the RTCA program for facilitating and assisting the Working Group in developing the Emerald Crown Trail Master Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

PART 1. The Commissioners Court expresses its support for the Emerald Crown Trail Master Plan, and the Commissioners Court directs the County staff to A) continue to participate in the work and meetings of the Working Group, and B) consider incorporating applicable elements of the Emerald Crown Trail Master Plan in future updates of relevant master plans and regulations of the County.

PART 2. The Commissioners Court acknowledges that the routing options for the Emerald Crown Trail shown in the Emerald Crown Trail Master Plan are preliminary and conceptual in nature, and the Commissioners Court expresses its commitment that any easements needed for the Emerald Crown Trail would only be obtained with landowner support and should be acquired through discussions with landowners, not through the use of eminent domain.

PART 3. The Commissioners Court expresses the County's appreciation to the RTCA program for facilitating and assisting the Working Group in developing the Emerald Crown Trail Master Plan.

ADOPTED THIS THE 3RD DAY OF MARCH 2020

_____
Ruben Becerra, County Judge

_____ Debbie Gonzales-Ingalsbe Commissioner, Pct. 1	_____ Mark Jones Commissioner, Pct. 2
_____ Lon Shell Commissioner, Pct. 3	_____ Walt Smith Commissioner, Pct. 4

Attest:

_____
Elaine H. Cárdenas, County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of an Amendment No. 5 with Wellpath, LLC to extend the contract term and add EMT services related to the healthcare program at the Jail Division; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 3, 2020	$92,915

LINE ITEM NUMBER

001-618-03.5801

AUDITOR USE ONLY

AUDITOR COMMENTS:
Requires a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sheriff Gary Cutler	JONES	SMITH

SUMMARY

The Sheriff's Office, Jail Division is requesting court approval to extend the medical care services contract with Wellpath, LLC for a two-year period to end 9/30/2021. Additionally, the renewal agreement includes an amendment for additional staffing for three EMT positions to assist in the Intake Area effective April 1st. Salary savings within the Sheriff's Office Operating budget due to attrition are available to fund this request.

Budget Amendment:
Decrease Staff Salaries .5021
Increase Healthcare Program Services .5801

Attachment: Wellpath Amendment No. 5

FIFTH AMENDMENT TO THE HEALTH SERVICES AGREEMENT

This Fifth Amendment, effective October 1, 2019 (this "Amendment"), to the Health Services Agreement, dated June 1, 2013, as amended (the "Agreement") is by and between Wellpath LLC ("Wellpath"), (formerly Correct Care Solutions, LLC ("CCS")) and Hays County, Texas ("County").

WHEREAS, the Parties wish to renew the Agreement for an additional two (2) year-long period, expiring September 30, 2021 in accordance with Section 6.1 of the Agreement; and

WHEREAS, the Parties further agree to increase compensation for the additional renewal period by 3%, in accordance with Section 7.1, effective October 1, 2020 through September 30, 2021; and

WHEREAS, in accordance with Section 9.4, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. **AMENDMENT TO SECTION 2.1 OF AGREEMENT.** The Agreement shall be amended by deleting Section 2.1 in its entirety and inserting the following language in lieu thereof:

   2.1 Staffing. Company shall provide medical and support personnel as identified on Exhibit A, attached hereto and incorporated herein.

3. **AMENDMENT TO SECTION 7.1 OF AGREEMENT.** The Agreement shall be amended by deleting the first paragraph of Section 7.1 in its entirety and inserting the following language in lieu thereof:

   7.1 Base Compensation. County will pay Company in accordance with Exhibit A.

4. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

5. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

6. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS	**WELLPATH LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Staffing Enhancement

This enhancement will add EMT's to both day and night shift. A proposed staffing matrix has been included.

Modification	FTE	Hours	Monthly Price	Annual Price
EMT - Day Shift	2.1	84	$10,524.16	$126,289.92
EMT - Night Shift	0.7	28	$4,961.56	$59,538.72
	2.8	**112**	**$15,485.72**	**$185,828.64**

Cost Impact – Total

Application of these increases shall adjust the compensation as follows:

Hays County, TX (Adult)	Monthly	Annually
Current Base Compensation	$137,652.47	$1,651,829.64
Staffing	$15,485.72	$185,828.64
Total Effective Approximately April 1, 2020 - September 30, 2020	**$153,138.19**	**$1,837,658.28**
3.0% Annual Increase	$4,594.15	$55,129.80
Total Effective October 1, 2020	**$157,732.34**	**$1,892,788.08**

Proposed Staffing Matrix

Proposed Hays County, TX										
Title	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE	Changes
Days										
Health Services Administrator	8	8	8	8	8			40	1	
Medical Director / Physician	4							4	0.1	
Mid-Level							8	8	0.2	
LPN	16	16	16	16	16	16	16	112	2.8	
LPN					12			12	0.3	
EMT	12	12	12	12	12	12	12	84	2.1	* 2.1 FTE
Administrative Assistant	4	4	4	4	4			20	0.5	
Psychiatrist / Psych NP		3	3					6	0.15	
Mental Health Professional	8	8	8	8	8			40	1	
TOTAL HOURS/FTE-Day								***326***	***8.15***	
Nights										
LPN	12	12	12	12	12	12	12	84	2.1	
EMT	12	12	12	12	12	12	12	84	2.1	* 0.7 FTE
CMA / NA	12	12	12	12	12	12	12	84	2.1	
								0	0	
TOTAL HOURS/FTE-Nights								***252***	***6.3***	
TOTAL								***578***	***14.45***	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the Charter for the Hays County Parks & Open Space Advisory Commission (POSAC); and to provide other direction to the Commission.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

The members of the POSAC were appointed during the Hays County Commissioner Court on February 25, 2020.

Attached: Charter

CHARTER

Hays County Parks & Open Space Advisory Commission (POSAC)
Adopted March 3, 2020

The POSAC shall be composed of ten members, with each of the five Commissioners Court members making two recommendations, confirmed by vote of the Hays County Commissioners Court. The POSAC, with organizational support and structural guidance from a consultant to be hired by Hays County, will establish their own operating procedures (in compliance with this charter) and elect its own Chairperson. All meetings will be open to the public, with advanced notice of meetings being provided to each POSAC member and advertised publically at least seventy-two (72) hours in advance.

The role of the Committee shall be the following:

1. Establish a democratic, inclusive process to study a parks, open space, and conservation bond program that will yield project recommendations to the Hays County Commissioners Court meant to ensure the confidence and trust of Hays County voters.

This effort should be at stated meeting times, properly called, and at which all the members of the Committee or subcommittee are given an opportunity to attend. Private communication with parties who, because of ownership, employment, consanguinity, or affliation, will financially benefit from the planning, design, construction, or implementation of a candidate bond project must be disclosed by POSAC members at or before the next public meeting.

2. Receive information from Hays County staff regarding county roles and authorities, previous bond programs, Hays County Parks & Open Space Master Plan (2012), current needs for improved or additional facilities, related maintenance and operating costs for each project, and the financial capacity of the County to assume additional bond debt.

3. Identify the fundamentally critical needs for Hays County projects that include parks, open space, scenic vistas, water quality, water quantity, endangered species habitat, access to water recreation, trails/trail systems, flood mitigation lands, and any other necessary land or water conservation project(s) in the context of the financial impact on taxpayers along with maintenance/management impacts, as well as community benefits.

4. Determine if candidate bond projects meet appropriate tests for inclusion in a bond program with an affordable financial scope as will be established by Commissioners Court and coordinated with other civic efforts. Appropriate tests shall include but not be limited to the following:

- _Optimize limited bond funding and maximize the value received for the outlay of taxpayer dollars by using creative, innovative financing vehicles and achieving economies of scale and other public benefits by partnering with public and private entities.

- _Projects should be based upon need, have a significant scale and outcome, and an expected 20-year design life or better.

- _Projects should be able to be completed within five years of bond issuance.

- _All projects must be consistent with County adopted plans and policies.

- _All projects must demonstrate value and affordability and should include a fiscal impact

analysis associated with operating and maintenance costs in order to inform the voting public.

• _All candidate projects should consider joint use with other jurisdictions and due consideration should be given to overlapping debt.

• _All projects should reflect Hays County's statutory responsibilities and include serious consideration of needs expressed by citizens and other local governmental entities.

5. Conduct public meetings throughout Hays County from the beginning to the end of the POSAC process, offering opportunities to receive public input on local needs and initiatives.

6. If a POSAC member stands to benefit financially from any project under consideration, whether personally, or within the 2nd degree of consanguinity or affiliation, that member should disclose that fact to the Commission and recuse himself/herself from deliberation or vote on that project.

7. Make recommendations to the Hays County Commissioners Court on the need for a bond election and the prospects for conducting a successful election in November 2020. If the POSAC believes a bond program is warranted, make recommendations to the Court on the overall scope of a prospective bond package and recommend a prioritized list of projects and/or project types, and report on the fiscal impacts to the County and to local jurisdictions.

The final report shall also include recommendations on projects to be considered for funding through a future bond election. The POSAB is asked to provide an initial status report to the Commissioners Court within three months after their first meeting, with a final report due no later than July 14, 2020.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the submittal of a Project Information Form (PIF) to the Texas Water Development Board to allow for the future consideration of a formal application for an amount of up to $30 Million through the Clean Water State Revolving Fund (CWSRF) Program to facilitate the acquisition of Water Quality Protection Lands.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

The template of the PIF is included in back-up. Further details of the specific PIF will be available during Court. The submittal of this PIF in no way binds the County to participate in the CWSRF program. The intent of the PIF is to allow the County and the Parks and Open Space Advisory Commission (POSAC) to consider the use of the CWSRF for future projects. Some sections of the PIF will not be relevant to a Hays County application.

Texas Water Development Board (TWDB)
Clean Water State Revolving Fund (CWSRF)

Project Information Form (PIF)

If this is an update to a Project Information Form (PIF) submitted in a previous fiscal year, or to a project that has received funding for planning, acquisition, and/or design phases in a previous year, please complete the applicable project update form(s) located here: Update Forms.

Section 1. GENERAL INFORMATION

Please indicate the State Fiscal Year (SFY) for this PIF:	**For SFY 2020 IUP** (Ends Aug. 31, 2020)	☐	**For SFY 2021 IUP** (Begins Sep. 1, 2020)	☐

Name of Entity (City, Town, County, District, Authority, System, Corporation, etc.)	**County**
Name of Project (Provide a brief name for this project.)	**Proposed Total Project Costs** (Section 12, Line L)

Entity Contact Information		**Engineering Firm Contact Information**	
		Name of Firm	
Contact Person		**Contact Person**	
Title &		**Title &**	
Mailing Address		**Mailing Address**	
Phone Number		**Phone Number**	
Email Address		**Email Address**	

Section 2. SERVICE AREA INFORMATION

Attach and submit a map of the entity's current and, if applicable, proposed service area. The map of the service area must be overlaid by a map of the census boundaries in the service area.

To determine population served indicate the number of people who reside within the service area of, or receive wholesale or retail water service from, the entity based on the most recent data available from the most recent American Community 5-year Estimates or the most recent ACS 5-year data found in Census Data Search (WRD-284).

For an **unincorporated area** (e.g., a county, district, river authority, system, or corporation), provide a table that 1) identifies the number of household connections within each block group that covers the entity's service area and 2) prorates the population accordingly. See example table in Census Data Search (WRD-284).

Population Served		**Total Household Connections**	

Section 3. Project Category (check all that apply)

Publicly Owned Treatment Works (POTW)—Treatment and/or Collection: Treatment projects may include, but not be limited to, construction or rehabilitation of a Wastewater Treatment Plant (WTTP); expansion of the hydraulic capacity at a WWTP; expansion of the solids treatment and handling portion of a WWTP; or construction of facilities, including linework, to enable reuse of reclaimed wastewater or stormwater for irrigation or other purposes. Collection projects may include, but not be limited to, construction or rehabilitation of collection systems; installation or rehabilitation of transmission, trunk, or relief lines; construction, rehabilitation, or replacement of lift stations; installation of diversion sewers; or stormwater treatment and/or control.	☐
Nonpoint Source Pollution Control (NPS): NPS pollution control projects control sources of water pollution that do not enter water from a point source, including pollution generally resulting from land runoff, precipitation, atmospheric deposition, drainage, seepage, or hydrologic modification. This may also involve stormwater projects.	☐
Estuary Management: Estuary management includes conservation and/or management projects that impact a national estuary.	☐

Project Information Form (PIF)

Section 4. PROJECT DESCRIPTION

In the space below, briefly describe the proposed project and any innovative or alternative technology to be used. If the project is a regional project, include all the names of the communities involved or (WWTP) service areas altered. If the project is a nonpoint source pollution control or estuary management project, identify the water body or estuary, respectively that will benefit from the project. If the proposed project is the result of a disaster, describe any public health or water quality problems consequent to the disaster that will be addressed by the proposed project. Add additional sheets as necessary.

Emergency Relief. If the entity is requesting Emergency Relief funding, please provide a description of circumstances that justify the disaster recovery assistance, and a timeline of expected project activity.

Section 5. RATING CRITERIA FOR POTW PROJECTS

- **Publicly Owned Treatment Works Projects: Fill out Section 5.**
- **Nonpoint Source Pollution Control Projects: Proceed to Section 6.**
- **Estuary Management Projects: Proceed to Section 7.**

		Yes	No
A.	**Enforcement Action** Is the work required by a schedule that is imposed by court order, Environmental Protection Agency (EPA) administrative order, Texas Commission on Environmental Quality (TCEQ) Notice of Enforcement or Agreed Order, or participation in the TCEQ's SSO Initiative? If **"Yes,"** attach a copy of the order or SSO plan.	☐	☐
B.	**Unserved Area**	**Yes**	**No**
	1. Does the project involve extending service (centralized or alternative system) to populated areas of an existing developed community that are not served by a centralized collection system?	☐	☐
	2. Has a public health official found that a nuisance dangerous to public health and safety exists resulting from water supply and sanitation problems in the area to be served by the project? If **"Yes,"** attach a letter from a Designated Agent licensed by the TCEQ or a registered sanitarian from the Texas Department of State Health Services that documents the nuisance.	☐	☐
	If the proposed project is providing service to areas currently using on-site sewage facilities (OSSF), please provide the number of on-site systems to be removed from service.		
C.	**Watershed Protection Plan** Is a water body impacted by the proposed project listed in a Watershed Protection Plan that is under development or has been accepted by the TCEQ or Texas State Soil and Water Conservation Board (TSSWCB)? If **"Yes,"** attach the cover page, table of contents, and highlighted page(s) from the plan that clearly identify(ies) the water body and how the project will implement an element of the plan.	**Yes** ☐	**No** ☐
D.	**Innovative and Alternative**	**Yes**	**No**
	1. Will the project include innovative or alternative collection or treatment technology, as defined below? • **Alternative Technology** Proven wastewater management techniques that provide for the reclaiming and reuse of water, productively recycle wastewater constituents, or recover energy. Specifically, alternative technology includes land application of effluent and sludge, aquifer recharge, aquaculture, direct reuse, horticulture, revegetation of disturbed land, containment ponds, sludge composting and drying prior to land application, self-sustaining incineration, methane recovery, individual and onsite systems, and small diameter pressure and vacuum sewers and small diameter gravity sewers carrying partially or fully treated wastewater. • **Innovative Technology** Nonconventional methods of treatment, such as rock reed, root zone, ponding, irrigation, or other technologies, which represent a significant advance in the state of the art.	☐	☐

Project Information Form (PIF)

Section 5. RATING CRITERIA FOR POTW PROJECTS (Continued)

	2. For stormwater projects required under an NPDES permit, will the proposed project treat or minimize urban stormwater pollution discharges using any of the following innovative approaches: decentralized or distributed stormwater controls; low impact development technologies and nonstructural approaches; stream buffers; wetland restoration and enhancement; actions to minimize the quantity of and direct connections to impervious surfaces; or soil, vegetation, or other permeable materials? **Note:** Stormwater projects that are not specifically part of a NPDES permit may be considered NPS projects.	☐	☐
E.	**More Stringent Effluent Limits**	**Yes**	**No**
	Does the project involve more stringent permit limitations? This can include conversion to a no-discharge or partial reuse facility to avoid a higher level of treatment. **If "Yes," attach a copy of the new discharge permit or a letter from the TCEQ stating the new limits.**	☐	☐
F.	**Regional Projects**	**Yes**	**No**
	1. Does the project result in removing one or more existing WWTPs from service, thereby reducing the number of plant outfalls?	☐	☐
	2. Is the project a trunk sewer that will convey wastewater from a plant that will be removed from service to an existing treatment plant?	☐	☐
	3. Is the project a trunk sewer to an existing or developing area that will convey wastewater to an existing WWTP, thereby avoiding the construction of a separate treatment facility?	☐	☐
	4. Will the project expand an existing regional facility to receive flow from another community rather than create or continue use of a separate wastewater treatment facility?	☐	☐
	If **"Yes"** to any of the above questions, attach a map showing the existing service area along with the proposed expanded or altered service areas resulting from this project.		
G.	**Demand Reduction** Will a majority of the funds being requested for the project be used to implement measures to reduce the demand for publically-owned treatment works capacity through water conservation, efficiency, or reuse? If yes, please explain below.	**Yes** ☐	**No** ☐
H.	**Planning Assistance (for qualified non-profit entities only holding a Federal tax-exempt status)** Will a majority of the funds being requested from the CWSRF be used to assist owners and operators of small and medium publically-owned treatment works to either (a) plan, develop, and obtain financing for eligible CWSRF projects, including planning, design, and associated pre-construction activities; or (b) assist such treatment works in achieving compliance with the Federal Water Pollution Control Act? If yes, please explain below.	**Yes** ☐	**No** ☐

Project Information Form (PIF)

Section 5. RATING CRITERIA FOR POTW PROJECT (Continued)

I. Wastewater Treatment Plant Parameters

	Yes	No
1. Does the project result in abandoning or relieving a WWTP and diverting flow to another facility? If **"Yes,"** complete Questions I.2 and I.3. If **"No,"** complete only Question I.2.	☐	☐

2. Provide the following data for the facility to be abandoned or relieved of flow, or the plant serving the project.

WWTP Name			**TCEQ Permit #**	
			NPDES #	
No-Discharge Facility?	**Yes** ☐	**No** ☐	**If "No," identify the Discharge Segment**	

	Current Permit Limits	**Proposed Permit Limits**
Average Daily Flow		
Peak 2-Hour Flow		
CBOD/BOD		
TSS		
Chlorination		
Nitrogen		
Phosphorus		
DO		
Dechlorination		
Status of Permit Application		

3. If "Yes" to Question I.1 above, provide the following data for the facility to receive diverted flow.

WWTP Name			**TCEQ Permit #**	
			NPDES #	
No-Discharge Facility?	**Yes** ☐	**No** ☐	**If "No," identify the Discharge Segment**	**No-Discharge Facility?**

	Current Permit Limits	**Proposed Permit Limits**
Average Daily Flow		
Peak 2-Hour Flow		
CBOD/BOD		
TSS		
Chlorination		
Nitrogen		
Phosphorus		
DO		
Dechlorination		
Status of Permit Application		

Proceed to Section 8.

Project Information Form (PIF)

Section 6. RATING CRITERIA FOR NPS PROJECTS

This section should only be completed for Nonpoint Source Pollution Control Projects. For eligibility criteria, please refer to the Project Information Form Guidance.		Yes	No
A.	**Public Health Threat** Has a public health official found that a nuisance dangerous to public health and safety exists resulting from water supply and sanitation problems in the area to be served by the proposed project? If **"Yes,"** attach a letter from a Designated Agent licensed by the TCEQ or a registered sanitarian from the Texas Department of State Health Services that documents the nuisance.	☐	☐
B.	**Groundwater Threat** Does a threat exist to an aquifer or groundwater that may be impacted by the proposed project? If **"Yes,"** attach any studies or other documentation needed to show that a threat exists.	☐	☐
C.	**Watershed Protection Plan** Is a water body impacted by the proposed project listed in a Watershed Protection Plan that is under development or has been accepted by the TCEQ or TSSWCB? If **"Yes,"** attach the cover page, table of contents, and highlighted page(s) from the plan that clearly identify(ies) the water body and how the project will implement an element of the plan.	☐	☐
D.	**Impaired Water Body** The proposed project impacts a water body that does not meet applicable water quality standards. (refer to water bodies listed as Category 4a, 5a, 5b, or 5c in the latest Watershed Action Planning Strategy Table at www.tceq.texas.gov/assets/public/waterquality/wap/wap_allbasins.pdf). Projects impacting water bodies with TMDL Implementation Plans (TMDL/I-Plans) will be awarded additional points.	☐	☐
	If entity answered **"Yes"**, to **D.**, identify the discharge segment impacted by the proposed project.		
E.	**Low Impact Development** Does the project include stream bank restoration or contain elements of Low Impact Development, such as vegetated filter strips, bio-retention, rain gardens, or porous pavement?	☐	☐
Reminder: Submit information that documents that the project meets the NPS eligibility criteria.			
Proceed to Section 8.			

Section 7. RATING CRITERIA FOR ESTUARY MANAGEMENT PROJECTS

This section should only be completed for Estuary Management projects. All estuary management projects must be consistent with the management plan of either the Coastal Bend Bays & Estuaries Program (cbbep.org) or the Galveston Bay Estuary Program (gbep.state.tx.us).

Is the proposed project consistent with one or more of the following objectives?		Yes	No
A.	Restore, protect, and enhance coastal natural resources?	☐	☐
B.	Improve water quality?	☐	☐
C.	Enhance public access?	☐	☐
D.	Improve onshore infrastructure and environmental management?	☐	☐
E.	Mitigate erosion and stabilize shorelines?	☐	☐
F.	Educate the public on the importance of coastal natural resources?	☐	☐
Reminder: Submit information that documents that the project meets the estuary management eligibility criteria.			

Project Information Form (PIF)

Section 8. ADDITIONAL RATING CRITERIA

Stormwater Reduction Will a majority of the funds being requested from the CWSRF be used to implement innovative approaches to manage, reduce, treat, or recapture stormwater or subsurface drainage water? If yes, please explain.	**Yes** ☐	**No** ☐

Reuse and Recycling Will a majority of the funds being requested from the CWSRF be used to implement reuse or recycling wastewater, stormwater, or subsurface drainage water? If yes, please explain below.	**Yes** ☐	**No** ☐

Section 9. RATING CRITERIA FOR ALL PROJECTS—EFFECTIVE MANAGEMENT

				Yes	**No**
A.	**Asset Management**				
	1.	**a.**	In the past 5 years, has an asset management plan been adopted by the entity's governing body that incorporates an inventory of all assets, an assessment of the criticality and condition of the assets, a prioritization of capital projects needed, and a budget? If **"Yes,"** attach 1) the cover page and table of contents of the entity's adopted or approved asset management plan and 2) the highlighted pages from the plan that clearly identify each of the above-referenced elements. **Note**: A Capital Improvement Plan (CIP) alone does not constitute an asset management plan.	☐	☐
		b.	If **"No"** to Question A.1.a., is the entity planning to prepare an asset management plan as part of the proposed project? If so, include language in the Project Description (Section 4) that states this.	☐	☐
	Assistance with establishing an asset management plan is offered through TCEQ's Financial, Managerial, and Technical (FMT) contract. Contact TCEQ, at 512-239-4691 or fmt@tceq.texas.gov to schedule a meeting.				
	2.		Has asset management training been administered to the entity's governing body and employees? If **"Yes,"** attach the following information for each trainee: name, title/position, date of training, course name, and name of organization that conducted the training.	☐	☐
B.	**Water Conservation**			**Yes**	**No**
	Does the proposed project address specific targets, goals, or measures in a water conservation or drought contingency plan that has been adopted by the entity's governing body within the past 5 years?			☐	☐
	If **"Yes,"** 1) list the targets, goals, or measures to be supported; and 2) describe how they will be addressed by the proposed project;				
	AND 3) attach the cover page, table of contents, and highlighted pages from the plan that clearly identify the project-related targets, goals, or measures. • For questions regarding water conservation plans, contact wcpteam@twdb.texas.gov or 512-463-7988, or visit the Municipal Water Conservation Plans web page at www.twdb.texas.gov/conservation/municipal/plans/index.asp. • Information on drought contingency planning can be found online at https://www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/contingency.html. **Note**: Entities seeking financial assistance in excess of $500,000 must submit a water conservation plan during the application phase.				

Project Information Form (PIF)

Section 9. RATING CRITERIA FOR ALL PROJECTS—EFFECTIVE MANAGEMENT (Continued).			
C.	**Energy Efficiency**	**Yes**	**No**
	Does the proposed project address specific goals in a system-wide or plant-wide energy assessment, audit, or optimization study that has been conducted within the past three years? If **"Yes,"** attach the highlighted pages from the energy assessment, audit, or optimization study that clearly identify the goals to be addressed by the project.	☐	☐
D.	**Implementation of Water Plans**	**Yes**	**No**
	Does the proposed project implement elements contained in a state or regional water plan, integrated water resource management plan, regional facility plan, regionalization or consolidation plan, finalized Economically Distressed Areas Program (EDAP) facility plan, or a total maximum daily loads (TMDL) implementation plan?	☐	☐
	If **"Yes,"** 1) list the plan name and sponsor; 2) list the elements of the plan to be implemented; and, 3) attach the cover page, table of contents, and highlighted pages featuring the relevant information from the plan that clearly identify the elements to be implemented.		

Section 10. GREEN PROJECT INFORMATION			
For assistance in responding to this section, see the CWSRF Green Project Guidance (TWDB-0161) available online at http://www.twdb.texas.gov/financial/instructions/doc/TWDB-0161.pdf.		**Yes**	**No**
A.	Does the proposed project contain, either partially or completely, green elements as defined by the Green Project Information Worksheets?	☐	☐
If **"No,"** proceed to Section 11.			
B.	Enter the estimated cost of the green portion of the proposed project.		
C.	Describe and justify in the space below the green elements of the proposed project. Add additional sheets as necessary. If available, attach a green business case.		

Section 11. REFINANCING		
CWSRF funds may be used to refinance projects that have been completed utilizing other funding sources outside of the TWDB.		
	Yes	**No**
Will CWSRF funds be used to refinance existing debt related to this project and received from a source other than the TWDB?	☐	☐

Project Information Form (PIF)

Section 12. READINESS TO PROCEED TO CONSTRUCTION

A. Permitting	**Yes**	**No**
Have permits necessary for construction been acquired; in particular, TCEQ wastewater discharge permit for wastewater treatment plant construction or wastewater reuse authorization (if applicable)? • If **"Yes,"** please provide the permit name(s) in the space below. • If **"No,"** identify in the space below each federal, state, or local permit, license, or other authorizations needed for the project to proceed to construction and the status of each.	☐	☐

B. Land Acquisition	**Yes**	**No**
Have all land acquisitions and easements necessary to complete the project been obtained?	☐	☐

If **"No,"** please explain in the space below and provide an anticipated completion date.	**Completion Date** (mm/dd/yyyy)

C. Design	**Yes**	**No**
1. Have you completed the design process including full development of plans and specifications? (If "**No**," proceed to Question 2. If **Yes**, proceed to Section D).	☐	☐
2. Has design work **progressed beyond preliminary design**? If so, please provide the completion date. Completed preliminary design documents must consist of the following: • Design criteria, preliminary drawings, outline of specifications, written descriptions of the project, and updated opinion of probable cost. • Project sites are plotted on site maps, the site has been surveyed, geotechnical analysis of site is complete, facility sizing is complete, and process schematics are complete.	☐	☐
• For rehab projects, the above is complete, meaning the details as to what linework portions and what plant components are to be rehabbed are well defined. — **Completion Date** (mm/dd/yyyy)		
3. Will design work be initiated after the TWDB releases design funds for this project?	☐	☐

Project Information Form (PIF)

Section 12. READINESS TO PROCEED TO CONSTRUCTION (Continued).

D. Environmental Review				**Yes**	**No**
Only provide information to ONE of the following questions:	Have you received a Finding of No Significant Impact (FNSI), Categorical Exclusion (CE), a Record of Decision (ROD), or an environmental determination prepared by another entity in compliance with the National Environmental Policy Act (NEPA) for this project? For projects that may qualify for a FNSI, please review 31 TAC §375.64; or that require a CE, review 31 TAC §375.63; or that require a ROD, review 31 TAC §375.69; or that have a determination by another entity, review 31 TAC §375.71.			☐	☐
	If "**Yes**," provide Issuer (Agency) and date of issuance(s):	**Issuer**	**Date of Issuance** (mm/dd/yyyy)		
	If an environmental finding has not been issued, does your project meet the criteria to receive Categorical Exclusion as defined by 31 TAC §375.62?			☐	☐
	Can you submit an environmental report with the completed financial assistance application that documents coordination with agencies has proceeded sufficiently to determine that no major issues remain?			☐	☐
	Will the environmental review be initiated after the TWDB releases planning funds for this project?			☐	☐
E. Construction Phase (Estimated start date for first contract and estimated completion date for last contract)		**Start Date** (mm/dd/yyyy)	**Completion Date** (mm/dd/yyyy)		

F. Project Bidding and Contracts	**Yes**	**No**
Will the proposed project be ready to advertise for construction bids immediately following a funding commitment for construction costs?	☐	☐
If you are seeking reimbursement for eligible planning and/or design costs, was the work performed in compliance with applicable state law and federal crosscutters, including procurement following Disadvantaged Business Enterprise (DBE) requirements (as applicable for the specific programs)? For more information on DBE, please visit www.twdb.texas.gov/financial/programs/DBE/index.asp.	☐	☐
	☐ **N/A**	
How many months will it take to close the financial assistance after receiving a funding commitment? Projects deemed ready to proceed to construction must be able to expend Clean Water State Revolving Funds quickly after receiving a funding commitment.	**Months**	

Project Information Form (PIF)

Section 13. ESTIMATED COSTS

Cost Category		(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
Check the phase(s) for which CWSRF funding is desired.		☐	☐	☐	☐	
A.	POTW Project: Treatment Project					
B.	POTW Project: Collection Project					
C.	NPS Project					
D.	Estuary Management Project					
E.	Engineering					
F.	General, Legal, Financial					
G.	Contingency					
H.	Other (Describe cost)					
I.	Subtotal (Add Lines A–H)					
J.	Financing from Local Funds					
K.	Financing from Other Sources					
L.	Total, SRF-Funded Amount (Subtract Lines J and K from Line I)					

Note: A loan origination fee will be applied to any committed loan amount.

One-Time Commitment	☐	**Multi-Year Commitment**	☐

Section 14. AUTHORIZATION AND SIGNATURE

Printed Name and Title of Entity's Authorized Representative	**Telephone Number**
Signature of Entity's Authorized Representative	**Date (mm/dd/yyyy)**
If the grand total (Section 13, Line P) is **less than or equal to $100,000**, include: • Statement establishing the basis for the project cost. • Signature of system operator.	If the grand total (Section 13, Line P) is **greater than $100,000**, include: • Seal of registered Professional Engineer. • Signature of registered Professional Engineer.

This form must be completed in full to be considered for rating and inclusion in the CWSRF Program Intended Use Plan (IUP). Incomplete forms may prevent projects from being rated.

For questions, contact: Issa McDaniel, (512) 463-1706, issa.mcdaniel@twdb.texas.gov

Texas Water Development Board (TWDB)
Clean Water State Revolving Fund (CWSRF)

Project Information Form (PIF)
Disadvantaged Communities Worksheet

A Disadvantaged Community Worksheet must be submitted to be considered for CWSRF Disadvantaged Community Funding. TWDB staff will utilize the information provided on this worksheet to determine if the entity meets the eligibility criteria.

Note: Information that is not submitted as requested will not be considered.

Section 1. ELIGIBILITY CRITERIA

Eligibility for the entire service area: The entity's service area meets the criteria for a disadvantaged community if the Annual Median Household Income (AMHI) for the entity's service area is less than or equal to 75% of the state's AMHI (see Census Data Search (WRD-284) **and**

A. the household cost factor (HCF) is greater than or equal to 1.0% if the service area is charged for either water or sewer service (whichever is applicable), **or**

B. the household cost factor (HCF) is greater than or equal to 2.0% if the service area is charged for both water and sewer service.

Eligibility for a portion of service area: A portion of an entity's service area meets the criteria for a disadvantaged community if the AMHI for that portion is less than or equal to 75% of the state's AMHI, **and**

A. the household cost factor (HCF) is greater than or equal to 1.0% if the entire service area is charged for either water or sewer service (whichever is applicable), **or**

B. the household cost factor (HCF) is greater than or equal to 2.0% if the entire service area is charged for both water and sewer service.

Section 2. SERVICE AREA

Indicate whether the entity is pursuing disadvantaged status for either the entire service area or a portion of its service area. For entire service area projects, a map depicting the service area boundaries with major features (highways, census boundaries, city limit boundaries, etc.) **must** be included for eligibility. Entities are allowed disadvantaged eligibility for a portion of a service area if that portion meets annual median household income (AMHI) and household cost factor (HCF) thresholds pursuant to SRF rules. For portion of a service area eligibility, a map depicting the location of proposed new household connections (to existing homes) within the portion of an entity's service area **must** be included for eligibility.	Entire Service Area	☐
	Portion of a Service Area	☐

Section 3. SOURCE SOCIOECONOMIC DATA

Identify the source(s) for the socioeconomic data to be entered in Section 4.
Follow the steps in Census Data Search (WRD-284) to find data. Note that it may be necessary to obtain data from multiple sources (e.g. where a city's CCN extends beyond its city limits).

U.S. Census Bureau Data	County, City, Town, or Census Designated Place:	Most recent (5-year) ACS [1]	☐
		The prior (5-year) ACS (for Population) [1]	☐
	Incongruous Census and Service Area Boundaries	Summary File 5-year block group data: Must provide a table that shows prorated data according to the example table in Census Data Search (WRD-284).	☐
TWDB-Approved Survey	An entity must submit documentation that substantiates the inadequate or absent census data that led to the need to conduct a survey. All entities must obtain prior approval to use survey data instead of the most recently available American Community Survey data. Previously completed surveys, including surveys completed for funding from other sources, will be rejected if they do not follow survey methods listed in the latest version of the Socioeconomic Survey Guidelines (WRD-285). An approved survey may be considered valid for the five (5) year period (60 months) prior to the date the TWDB receives the Project Information Form.		☐
	Date of Survey:		

Section 4. SOCIOECONOMIC DATA

Annual Median Household Income (AMHI)		**Unemployment Rate (UR)**		
Average Household Size (AHS)		**Population**	**Prior (5-year) ACS [1]**	
			Current (5-year) ACS [1]	

[1] Population: for SFY 2020 use 2009-2013 as Prior and 2013-2017 as Current; for SFY 2021 use 2010-2014 as Prior and 2014-2018 as Current

Texas Water Development Board (TWDB)
Clean Water State Revolving Fund (CWSRF)

Project Information Form (PIF)
Disadvantaged Communities Worksheet

Section 5. AVERAGE ANNUAL WATER AND SEWER COSTS

Using the Average Household Size entered in Section 4 and the entity's current rate structure, calculate the entity's average annual water and sewer costs. This information will be factored into the entity's affordability calculations.

Average Monthly Water Flow per Household				Average Monthly Sewer Flow per Household			
A. Avg. monthly gallons per person			**2,325**	**L.** Avg. monthly gallons per person			**1,279**
B. Avg. household size (for the entire service area)				**M.** Avg. household size (for the entire service area)			
C. Avg. monthly water flow per household (A×B)				**N.** Avg. monthly sewer flow per household (L×M)			
Average Monthly Water Bill				**Average Monthly Sewer Bill**			
D. Avg. monthly water flow per household (C)				**O.** Avg. monthly sewer flow per household (N)			
E. Initial base water rate (first		gallons)		**P.** Initial base sewer rate (first		gallons)	
F. Additional rate (each addtl.		gallons)		**Q.** Additional rate (each addtl.		gallons)	
If system utilizes a tiered billing structure, attach additional rates with this worksheet. Base Line H on tiered structure.				If system utilizes a tiered billing structure, attach additional rates with this worksheet. Base Line S on tiered structure			
G. Other charges (e.g., taxes, surcharges, or other fees) used to subsidize the water system				**R.** Other charges (e.g., taxes, surcharges, or other fees) used to subsidize the sewer system			
H. Calculate avg. monthly water bill				**S.** Calculate avg. monthly sewer bill			
Average Annual Water Bill				**Average Annual Sewer Bill**			
I. Avg. monthly water bill (H)				**T.** Avg. monthly sewer bill (S)			
J. Number of months in a year			12	**U.** Number of months in a year			12
K. Avg. annual water bill (I×J)				**V.** Avg. annual sewer bill (T×U)			

Section 6. ANNUAL FINANCIAL ASSISTANCE COST

Using the current market rate of 2.40% (as of December 2019) and a financial assistance term of 20 years, amortize the requested grand total and submit a copy of the amortization schedule with this form. This information will be factored into the entity's affordability calculations.

W. **Annual payment on SRF financial assistance** (from amortization schedule)	
X. **Total household connections** (from Section 2 of Project Information Form)	
Y. **Annual financial assistance cost per customer** (W/X)	

Section 7. AFFORDABILITY ADJUSTMENTS

Using the Unemployment Rate and Population Trends based on the ACS 5-year Surveys (Section 4), calculate the Household Cost Factor adjustments for affordability criteria. Unemployment Rate Adjustment may not exceed an HCF increase of 0.75; and Population Adjustments may not exceed an HCF increase of 0.5.

Z. **Unemployment Rate Adjustments** ([UR-State[1]/State[1]] * 2) (Only use if a positive amount)	
AA. **Population Adjustments** [(Prior Pop.-Current Pop.)/Prior Pop.] * 6.7 (Only use if positive amount, i.e., a decline)	

Population: for SFY 2020 use 2009-2013 as Prior and 2013-2017 as Current; for SFY 2021 use 2010-2014 as Prior and 2014-2018 as Current

Section 8. HOUSEHOLD COST FACTOR

If your utility provides water or sewer service, the minimum required Household Cost Factor (HCF) must be greater than or equal to 1.00%. If your utility provides water and sewer service, the minimum required HCF must be greater than or equal to 2.00%. If the HCF does not meet the minimum required HCF, do not submit this worksheet.

BB. **Household Cost Factor** [(K+V+Y)/AMHI]+Z+AA	

[1]State of Texas Unemployment Rate (Most recently available ACS 5-year Estimates) For SFY 2020 use 2013-2017 ACS 5-year and for SFY 2021 use 2014-2018 ACS 5-year

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a $56,186.75 Proposal with Kofile Technologies related to the preservation of microfilm as budgeted.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 3, 2020	$56,187

LINE ITEM NUMBER

101-617-10.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

The County Clerk's Office would like to utilize Kofile Technologies duplication services for preservation of 600 rolls of 35 mm microfilm with vinegar syndrome. This original film is the best rendering of the recorded documents in the County's possession and is in very poor condition. Kofile will duplicate the film onto 35 mm Silver Microfilm. All microfilming procedures are archival quality and produced according to ANSI Standards. Funds were budgeted in the County Clerk Records Management Fund for this project.

Attachment: Kofile Proposal
State Contract: TxMAS-18-3602

February 11, 2020

Honorable Elaine Cardenas
Hays County Clerk
Hays Government Center, Suite 2008
712 S. Stagecoach Trail
San Marcos, TX 78666

Dear Hon. Elaine Cardenas,

This quote addresses the duplication of 600 rolls of 35 mm microfilm that require duplication services. Duplication services can include film cleaning, creation of duplicate silver film, boxing, and labeling. All services will be completed by Kofile Technologies, Inc. (Kofile). All pricing is good for 90 days from the date of this quote.

PROJECT UNDERSTANDING

This original film is the best rendering of the recorded documents in the County's possession. This project provides the opportunity to produce high quality duplicates and to copy rolls with significant film base distortion. It is crucial to first identify the stage of deterioration present and execute the project with the best technical equipment available. This ensures that any problems are safely and effectively resolved. Kofile understands the challenges this film presents and will produce a product that meets the County's expectations.

Kofile provides the Best Value for this project. We work closely with Eastman Park Micrographics, Inc. (EPM) formerly Eastman Kodak Company, as our parent company owns and operates it. With Kofile, Hays County has access to the world's foremost microfilm experts, leaders, technology, and machines. All microfilming procedures are archival quality and produced according to ANSI Standards. Our history in providing services to government and meeting precise records management requirements is exceptional.

CONDITION ASSESSMENT

This collection is in very poor condition. The microfilm rolls show evidence of Vinegar Syndrome (VS) degradation. VS is the term for a chemical reaction that occurs in cellulose acetate base film. The name is derived from the release of acid (producing a vinegar odor) resulting when the acetyl group breaks away from the molecular chains of cellulose acetate. Once started, VS can be slowed, but not stopped. The rate of deterioration is increased by high temperatures, humidity, and atmospheric acid.

Kofile's microfilm processor (center) and duplication machine (far right).

ARCHIVAL MICROFILM DUPLICATION

Kofile will duplicate the film onto 35 mm Silver Microfilm. All microfilming procedures are archival quality and produced according to ANSI Standards.

FACILITY SECURITY & ARCHIVAL MEDIA VAULT STORAGE

Hays County's microfilming and storage services are completed at the Kofile facility located at 6300 Cedar Springs Road, Dallas, TX 75235.

The Kofile facility is F5 Disaster Resistant according to an architectural assessment preformed by Tanner Consulting, January 2010. Our entire national laboratory is contained within a fire resistant brick and concrete building—which contains structural steel support members, fire rated walls, ceiling, and flooring. There are three vault areas protected by secure and fire resistant vault doors. The facility is located above flood plains, and sited in an area unlikely to suffer hurricane, tornado, or other cataclysmic natural disaster.

Each vault is accessed via a Level 5 secure and fire resistant vault door with at least a 4-Hour UL Rating of at least 350.

Kofile has a 24/7 manned on-site security person in combination with electronic surveillance. A state of the art security system protects the entire building. In addition to the Motion Detector Security System, Kofile follows rigorous end of day closing and lock-down inspection protocol.

The Kofile facility is equipped with 24-hour temperature and Relative Humidity (RH) controls throughout the building. All work areas for original files meet the archival climate control standards as supported by the Texas State Library and Archives Commission. Collections are never subject to ultraviolet (UV) light. Kofile does not have any issues with pest control. The building is regularly maintained. Food or drinks are not permitted in the work areas by anyone or for any reason.

Three vaults equipped for the specialized storage of various archival media are onsite. One vault is specifically designed for microfilm storage. Level 5 secure and fire resistant vault doors with at least a 4-Hour UL Rating of at least 350 protect each. Each vault is regulated by its own independent HVAC system with monitors humidity, temperature, and controls airborne particulate (monitored by analog loggers). Kofile actively monitors record storage areas for micro-organic growth.

Media storage vault for microfilm, Dallas facility.

Kofile provides storage for microfilm, microfiche, and other types of data. Kofile randomly performs spot tests to safeguard against contagious contaminations, such as Vinegar Syndrome, mold, mildew, and/or Redox. Acetate Base Film is separated from Polyester Base Film and stored in separate storage boxes as recommended by EPM to eliminate contamination. Kofile can retrieve microfilm/data and transmit requested data to customers. The customer owns all of the stored microfilm. Kofile will not sell or in any way distribute the microfilm/data.

OWNERSHIP OF COUNTY RECORDS

All of the records shall remain the property of the Hays County. The records shall not be used by Kofile other than in connection with providing the Services pursuant to this Agreement, or disclosed, sold, assigned, leased or otherwise provided to third parties by Kofile, or commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect. Kofile shall not destroy any Records.

PROJECT OVERVIEW

Without a signed Agreement, prices are good for 90 days. Upon approval, pricing remains firm for the term of the contract. All pricing is based on a Good Faith Estimate of roll counts. Billing occurs on actual counts based upon the unit pricing herein; not to exceed the P.O. amount. Kofile will not perform work to exceed the P.O. amount without obtaining written permission.

To utilize TXMAS, please reference Contract No. TXMAS-18-3602 directly on the County's Purchase Order.

The County is required to report the purchase via the online TxSmartBuy System <www.txsmartbuy.com/> prior **to Kofile's acceptance of the** project.

STATE OF TEXAS CO-OP MEMBER LISTING FOR HAYS COUNTY	
LINK	https://comptroller.texas.gov/auto-data/purchasing/co-op/c1050.php
CO-OP #	C1050
Contact	Marisol Villarreal-Alonzo; purchasing@co.hays.tx.us
Expiration	16-FEB-2021

For this project, the County is billed using the following TXMAS line items as applicable:

HAYS COUNTY CLERK
PROJECT OVERVIEW

		TXMAS CONTRACT NO. TXMAS-18*3602				
LEVEL OF SERVICE	QTY.	PART NO./NIGP	DESCRIPTION	UNIT PRICE	UNIT QTY.	LINE ITEM TOTAL
Microfilm Duplication	600 *rolls*	MSP704/91568	Silver Duplication , 35mm x 100' Roll	$76.14/roll	600	$45,684.00
Splice Repair*	~2,334 *splices*	MSP709/91568	Miscellaneous Microfilm Service Request	$76.14/hour *($4.50 per splice)*	137.94	$10,502.75
					PROJECT TOTAL	$56,186.75

COUNTY ACCEPTANCE

_____ _____
Signature/Title of County Representative *Date*

_____ _____
Signature/Title of Kofile Representative *Date*

**Splices occur when multiple volumes are combined onto one consecutive roll of film. Similar projects commonly have anywhere from 3-4 to several dozen per 100' roll. Depending on the original manufacturer of the microfilm, splices may have resulted in crooked images or weak film. In instances where splices are crooked or damaged, Kofile will repair the splice prior to duplication.*

Pricing Includes:

- Silver Duplication of 35 mm Microfilm
- Boxing & Labeling
- *Splice Repair. *Pricing provided is an estimate of splice repair costs. Splice repair will be billed based on actuals, not to exceed the project total without written permission from the county.*

Kofile can prepare a 'Shopping Cart' in TxSmartBuy and 'share' it with the County to complete its purchase—see link: https://checkout.na1.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=7899441&sender=preserve@kofile.us&datetime=2020_2_11_15_9.

Please let me know if you have any questions. We look forward to serving Hays County once again.

Sincerely,

Billy Gerwick

Billy Gerwick
Account Manager
billy.gerwick@kofile.com/832.373.9124

cec

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute a $249,991.32 Proposal with Kofile Technologies related to the preservation of probate case files as budgeted.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 3, 2020	$249,992

LINE ITEM NUMBER

101-617-11.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

The County Clerk's Office would like to utilize Kofile Technologies duplication services for probate case files as inventoried in the Plan for the Preservation of the Records Archive dated November 20, 2015. This includes a Good Faith Estimate of 25,434 pages of Probate Case Files (with an estimated 30 pages per case). Proposed preservation services include conservation, deacidification, mending, encapsulation, binding, archival imaging, and archival indexing. Funds were budgeted in the County Clerk Records Archive Fund for this project.

Attachment: Kofile Proposal
State Contract: TxMAS-18-3602

February 6, 2020

Honorable Elaine Cardenas
Hays County Clerk
Hays Government Center, Suite 2008
712 S. Stagecoach Trail
San Marcos, TX 78666

RE: Preservation of the Records Archive Phase IV: Probates

Dear Hon. Elaine Cardenas,

This proposal addresses Hays County Clerk's Probates as inventoried in the Plan for the Preservation of the Records Archive dated November 20, 2015. This includes a Good Faith Estimate of 25,434 pages of Probate Case Files (with an estimated 30 pages per case). This collection is in extremely poor condition. This quote is presented by Kofile Technologies, Inc. (Kofile). The location of work for this project is Kofile's Conservation and Digitization Laboratory in Dallas, TX.

Proposed preservation services include conservation, deacidification, mending, encapsulation, binding, archival imaging, and archival indexing. Please note that all pricing is good for 90 days from the date of this quote.

PROJECT PRICE QUOTE

Prices are good for 90 days without a signed agreement. Pricing is based on estimated page counts and an estimated 30 pages per document. Billing will reflect actual counts.

HAYS COUNTY CLERK PROJECT OVERVIEW							
RECORD SERIES	CASE RANGE	PAGE COUNT	CASE COUNT	FORMAT	CONDITION	LEVEL OF SERVICE	ESTIMATED TOTAL
Probate Record	Cases 1-1257	25,434 *pages*	848 *cases*	Manuscript/Trifold	Extremely poor	PRV/IM/ID	$249,991.32
						PROJECT TOTAL	$249,991.32

COUNTY ACCEPTANCE

_____ _____

Signature of County Representative/Title *Date*

6300 CEDAR SPRINGS ROAD, DALLAS, TEXAS 75235
P: 214/442.6668 F: 214/442.6669 WWW.KOFILE.COM

TXMAS REPORTING & BILLING LINE ITEMS

Upon purchase of this TXMAS project, Hays County reports the order online on the TxSmartBuy System at <www.txsmartbuy.com/>.

STATE OF TEXAS CO-OP MEMBER LISTING FOR HAYS COUNTY	
LINK	https://comptroller.texas.gov/auto-data/purchasing/co-op/c1050.php
CO-OP #	C1050
Contact	Marisol Villarreal-Alonzo; purchasing@co.hays.tx.us
Expiration	16-FEB-2021

The following TXMAS billing line items are applicable to the project (please note that prices are estimated based on a project budget of $250,000.00 and an estimated 30 pages per case at the itemized pricing herein):

TXMAS-18-3602 LINE ITEMS					
PART NO.	NIGP	DESCRIPTION OF SERVICE	QTY.	UNIT PRICE	LINE TOTAL
PRV703	92672	Case File Preservation by Page	25,434	$8.88/page	$225,853.92
IMGP705	92030	Archival Imaging of Case File/Manuscript	25,434	$0.86/page	$21,873.24
IND706	92021	Backfile Indexing of Probates	848	$2.67/document	$2,264.16
				PROJECT TOTAL	$249,991.32

Kofile can prepare a 'Shopping Cart' in TxSmartBuy and 'share' it with the County to complete its purchase, see link—https://checkout.na1.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=7874998&sender=preserve@kofile.us&datetime=2020_2_6_14_25.

SCOPE OF SERVICES

Records will receive the following services as identified. A permanent log is created for each volume to record condition, page order, and services/treatments performed. Kofile can hold a security copy of all digital images for safekeeping. Kofile does not sell, distribute, or grant unauthorized access to County records.

(PRV) Preservation

- Surface clean sheets to remove deposits—including dust, soot, airborne particulate, sedimentation, insect detritus, or even biological/mineral contaminants.
- Remove non-archival repairs or fasteners, such as residual glues, *to the furthest extent possible without causing damage to paper and inks.*
- Mend tears with acid free and reversible materials, such as Japanese tissue or archival acrylic based and reversible heat set tissue such as Filmoplast®.
- Deacidify sheets after careful testing with magnesium oxide to neutralize acid inks and paper by providing an alkalize reserve. Random testing ensures an 8.5 pH with a deviation of no more than ± .5.
- Encapsulate each sheet in a *Lay Flat Archival Polyester Pocket*™ composed of SKC Films, Skyroll SH72S® Mylar.
- Rebind in an custom-fitted and stamped *Disaster Safe County Binder* ™. A dedication and treatment report is included in the binder. Index tabs are repaired or replaced, as necessary. Final quality check with reference to original log sheet.

(IM) Archival Imaging (Capture, Processing, & Enhancement)

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and readability.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.

- IMAGE PERFECT is Kofile's proprietary software. It uses custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to insure best quality image.
- If requested, annotations are supported to allow the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping.
- Images are named (for the directory file structure) by Book, Volume, and Page.
- Images are grouped (stapled) together to form documents.
- When multiple documents (Deeds, Births, etc.) exist on a single page, images are split so that each document is viewable individually.
- Effectiveness and minimum legibility is verified through rigorous and systematic quality control. Each age is certified and sight-checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.

(ID) Archival Indexing

- Fields can include Name, Date, and Case Number. Key and blind re-key verify.

Additional Included Services:

- Format images and indexes for import into the County's existing electronic case file management system. **Please note that additional charges from the County's vendor may apply for final import. These charges are the responsibility of the County and are not included in proposal pricing.**
- Kofile can store electronic copies off-site as disaster recovery backups. All data is solely the property of the County, and Kofile does not sell or grant unauthorized access to the County's records or data.

ACCESSIBILITY OF RECORDS

Records held at Kofile are viewed as private and confidential and treated as such. Hays County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a 'Hot Shot' (a records request), Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a Hot Shot will meet or exceed the County's requirements.

Please note that all records (including volumes, documents, digital images, metadata, or microfilm) serviced by Kofile shall remain the property of the County. This policy is applicable to any agreement, verbal or written, between Hays County and Kofile.

- The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and the County. Records are not disclosed, sold, assigned, leased, or otherwise provided to third parties. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.

Please do not hesitate to contact me with any questions.

Sincerely,

Billy Gerwick

Billy Gerwick
Account Manager
billy.gerwick@kofile.us
cec

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Thread. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding La Cima Public Improvement District. Possible action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	March 3, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	N/A

SUMMARY

More information will be provided in Executive Session.