

**Commissioners Court September 7, 2021  
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 **7<sup>th</sup> day of September 2021**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER**

**INVOCATION**

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

**ROLL CALL**

**PUBLIC COMMENTS**

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

**PRESENTATIONS & PROCLAMATIONS**

1	5-6	Adopt a proclamation recognizing Texas State University during National Hispanic-Serving Institutions Week, September 13-19, 2021. <b>BECCERRA</b>
2	7-8	Adopt a Proclamation declaring the month of September 2021 Hunger Action Month in Hays County. <b>JONES/INGALSBE</b>
3	9	Adopt a Proclamation recognizing Diez y Seis de Septiembre celebrating Mexico's Independence against Spain in 1821. <b>BECCERRA</b>
4	10	Presentation and update regarding the Limited Tax Bonds 2021 Series and Limited Tax Refunding Bonds Taxable Series 2021 bond sale from Hays County's Financial Advisor Dan Wegmiller with Specialized Public Finance, Inc. (SPFI). <b>BECCERRA/VILLARREAL-ALONZO</b>

**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.

5	11	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
6	12	Approve payments of Juror checks. <b>VILLARREAL-ALONZO</b>
7	13	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
8	14	Approve the payment of the September 15, 2021 payroll disbursements in an amount not to exceed \$3,150,000.00 effective September 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECCERRA/RICHEY</b>
9	15-44	Authorize the acceptance of a grant amendment to Department of State Health Services (DSHS) for the COVID-19 Funding related to temporary personnel and amend the budget accordingly. <b>INGALSBE/T.CRUMLEY</b>
10	45-48	Authorize payment to FedEx Office for Emergency Rental Assistance Program printing in the amount of \$743.48 in which no purchase order was issued as required per the Hays County Purchasing Policy. <b>BECCERRA/T.CRUMLEY</b>
11	49-50	Accept a proposal from Beckwith Electronic Systems, LLC in the amount of \$8,390 for repairs needed to the Crestron System in District Courtroom #7 of the Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024A (7) (D) and amend the budget accordingly. <b>BECCERRA/STEEL</b>
12	51-62	Approve Utility Permits. <b>INGALSBE/SHELL/BORCHERDING</b>
13	63	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2021 third quarter financial reporting. <b>INGALSBE/VILLARREAL-ALONZO</b>
14	64-65	Authorize the acceptance and execution of the 2022 Texas Victim Information & Notification Everyday (VINE) Program Service Agreement Renewal. <b>BECCERRA/T.CRUMLEY</b>
15	66	Authorize On-Site Sewage Facility Permit for the office building for Summer Moon Coffee at 1800 Elder Hill Road, Driftwood, Texas 78619. <b>SMITH/PACHECO</b>

16	67	Authorize On-Site Sewage Facility Permit for the office/warehouse building #2 located at 6750 S. Old Bastrop Hwy, San Marcos, Texas 78666. <b>INGALSBE/PACHECO</b>
17	68-98	Authorize the renewal of the Hays County Accident Insurance Policy with La Vernia Insurance Agency related to all authorized volunteers at a premium renewal rate of \$300.00. <b>BECERRA/MILLER</b>
18	99-337	Approve specifications for IFB 2021-B09 US 290 W - Henly Loop and authorize Purchasing to solicit for bids and advertise. <b>SMITH/BORCHERDING</b>
19	338	Approve the appointment of Commissioner Walt Smith as the Hays County representative to the Lower Colorado Regional Water Planning Group (Region K), a five-year term expiring in 2026. <b>JONES/SMITH</b>
20	339-361	Authorize the County Judge to execute a First Amendment to the FY 2021 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS). <b>BECERRA/PACHECO</b>
21	362-369	Authorize the execution of an amended Interlocal Cooperation Agreement between Hays County and Blanco County regarding a rate change for the housing and care of Hays County inmates from \$45.00 per inmate per day to \$52.00 per inmate per day, effective October 1, 2021. <b>INGALSBE/CUTLER</b>
22	370-377	Authorize the County Judge to execute a Contract Amendment with JM Engineer, LLC. related to Traffic Counter Inspection and Maintenance pursuant to RFP 2020-P15. <b>BECERRA/BORCHERDING</b>
23	378-422	Approve the Treasurer's and Investment Reports for the Quarter 1, Quarter 2 and Quarter 3 of 2021. <b>BECERRA/RICHEY</b>

### ACTION ITEMS

#### ROADS

24	423-424	Discussion and possible action to authorize the County Judge to execute the 5th Letter Amendment for a time extension to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and 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. <b>INGALSBE/JONES/BORCHERDING</b>
25	425-426	Discussion and possible action to call for a public hearing on September 21, 2021 to establish a 4-way stop at the intersection of Green Pastures Drive and Skyview Terrace in Green Pastures subdivision. <b>JONES/BORCHERDING</b>
26	427-439	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Wimberley relating to the County's RM 12 at RM 3237 Intersection Improvement Project and amend the budget accordingly. <b>SHELL/BORCHERDING</b>
27	439-441	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$39,000 to the Professional Services Agreement between Hays County and LJA Engineering related to right-of-way acquisition services for the Hillside Terrace Safety Improvements (IH35 to FM2001) project in Precinct 2. <b>JONES/BORCHERDING</b>

#### SUBDIVISIONS

28	442-443	PLN-1702-NP; Discussion and possible action to approve the final plat for the Bella Cascata Subdivision. <b>SHELL/MACHACEK</b>
29	443-445	PLN-1757-PC; Call for a Public Hearing on September 21, 2021 to discuss final plat approval of the Replat of Lot 4, Los Ranchos Subdivision. <b>SMITH/MACHACEK</b>
30	446-447	SUB-1279; Our Place Phase 2 Section 2 (22 Lots). Discussion and possible action to approve final plat and consider granting a variance from Section 721.4.02 of the Hays County Development Regulations. <b>JONES/PACHECO</b>
31	448-458	Discussion and possible action to authorize the execution of a Development Agreement between Hays County and Driftwood Golf Club Development, Inc., related to the development of real property located in Precinct 4 of Hays County. <b>SMITH</b>

#### MISCELLANEOUS

32	459	Discussion and possible action to approve the selection of Halff Associates Inc. to deliver schematic design for the Willow Creek Drainage project; and authorize staff and counsel to negotiate a contract. <b>SHELL</b>
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33	460-461	Discussion and possible action to appoint a representative to the Board of Directors of Community Action Inc. of Central Texas to replace Rosalba Merchant. <b>BECERRA</b>
34	462-463	Discussion and possible action to authorize a Contract Amendment with Asphalt Inc., LLC. dba Lone Star Paving related to IFB 2021-B11 Road Improvements Remove & Replace Hot Mix pursuant to Texas Local Government Code, Ch. 262.0305, effective Monday, August 22, 2021. <b>SHELL/BORCHERDING</b>
35	464-465	Discussion and possible action to approve a Resolution Supporting the Submission of a Grant Application by Connected Nation to the St. David's Foundation. <b>SHELL/SMITH</b>
36	466-469	Discussion and possible action to accept Proposals from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for three sites; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. <b>INGALSBE/SMITH/JONES</b>
37	470	Discussion and possible action regarding the use of funds from the American Rescue Plan Act of 2021 (H.R. 1319) allocation. <b>SMITH</b>

### 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.

38	471	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near CR 266 in Pct. 1. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>
39	472	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 Deep Golden, Project SUFC, Project Vincere and Project ENF. Possible discussion and/or action may follow in open Court. <b>BECERRA</b>
40	473	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court. <b>SHELL</b>
41	474	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. <b>BECERRA</b>
42	475	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located along Yarrington Road, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>
43	476	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct 1. Possible discussion and/or action may follow in open court. <b>INGALSBE</b>

### 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.

44	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>
45	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>
46	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. <b>INGALSBE/CUTLER</b>
47	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. <b>BECERRA</b>

### ADJOURNMENT

**Posted by 5:00 o'clock P.M. on the 3<sup>rd</sup> day of September, 2021**

**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**

Adopt a proclamation recognizing Texas State University during National Hispanic-Serving Institutions Week, September 13-19, 2021.

**ITEM TYPE**

PROCLAMATIONS/PRESENTATIONS

**MEETING DATE**

September 7, 2021

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

**REQUESTED BY**

**SPONSOR**

**CO-SPONSOR**

BECERRA

N/A

**SUMMARY**

See the attached proclamation



**PROCLAMATION RECOGNIZING TEXAS STATE UNIVERSITY DURING  
NATIONAL HISPANIC-SERVING INSTITUTIONS WEEK**

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

**WHEREAS**, equipping our children with the knowledge and skills for a lifetime of success is among Hays County’s most important responsibilities and moral obligations; and

**WHEREAS**, Hispanic-Serving Institutions (HSIs) have helped bring the dream of a college education within reach for many Hispanic students and their families; and

**WHEREAS**, Texas State University is a Doctoral Higher Research Activity University, and one of the largest Hispanic Serving Institutions in America, serving over 37,800 students through 99 bachelors, 93 masters, and 14 doctoral degree programs; and

**WHEREAS**, the number (and portion) of Latinos that comprise the Texas State University student body has nearly doubled from 7,908 (24.28 percent) in fall 2010 to 14,621 (38.67 percent) in fall 2020, making our student demographics mirror the state of Texas more closely than any other public university in Texas; and

**WHEREAS**, by connecting Texas State University students to their Indigenous heritage, we have taken immense pride in remembering those who first inhabited this area and their culture; and

**WHEREAS**, Hays County is proud of Texas State University’s HSI designation and commitment to Latinx students, offering innovative services, increasing faculty/staff development opportunities, promoting cross-divisional collaborations, and strengthening current student success programs.; and

**WHEREAS**, Barack Obama, the 44<sup>th</sup> President of the United States, first proclaimed National Hispanic Serving-Institutions Week in 2012;

**NOW, THEREFORE, BE IT RESOLVED**, that the Hays County Commissioners Court of Hays County does hereby proclaim September 13-19, 2021 as

**NATIONAL HISPANIC-SERVING INSTITUTIONS WEEK**

**ADOPTED THIS THE 7th DAY OF SEPTEMBER 2021**

\_\_\_\_\_  
**Ruben Becerra**  
Hays County Judge

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

\_\_\_\_\_  
**Mark Jones**  
Commissioner, Pct. 2

\_\_\_\_\_  
**Lon A. Shell**  
Commissioner, Pct. 3

\_\_\_\_\_  
**Walt Smith**  
Commissioner, Pct. 4

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
Hays County Clerk

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Adopt a Proclamation declaring the month of September 2021 Hunger Action Month in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	September 7, 2021	N/A

**LINE ITEM NUMBER**

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	INGALSBE

**SUMMARY**

(see attachment)



**PROCLAMATION DECLARING SEPTEMBER 2021 AS  
HUNGER ACTION MONTH**

**WHEREAS**, according to Feeding America, the pandemic has most impacted families that were already facing hunger or are one paycheck away from facing hunger; and

**WHEREAS**, households with children are more likely to experience food insecurity, and many of these households do not qualify for federal nutrition programs like the Supplemental Nutrition Assistance Program and visit their local food banks and other food programs for extra support; and

**WHEREAS**, Hays County Food Bank represents a county-wide effort to provide nutritious food to the food insecure in the greater Hays County area, made possible by the generous contributions of individuals, civic organizations, local government, and businesses; and

**WHEREAS**, in 2021, Hays County Food Bank and its partners served on average each week 2,500 low-income individuals and those facing a food emergency, distributing more than 1 million pounds of food to these households in need; and

**WHEREAS**, a \$25 donation can provide 100 meals through the buying power of the food bank; and

**WHEREAS**, National Hunger Action Month is a Feeding America effort to raise awareness about the hunger epidemic in the United States and to encourage individuals to take action in some form against hunger;

**NOW THEREFORE, BE IT RESOLVED** that we, the Hays County Commissioners, by virtue of the authority vested in us in Hays County, Texas, do hereby proclaim the Month of September 2021 as

**HUNGER ACTION MONTH**

And call upon the people of Hays County to pledge to take action against hunger in our community, whether it be by fund or food donation, volunteering, or advocacy.

**ADOPTED THIS THE 7th DAY OF SEPTEMBER 2021**

\_\_\_\_\_  
**Ruben Becerra**  
**Hays County Judge**

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

\_\_\_\_\_  
**Mark Jones**  
**Commissioner, Pct. 2**

\_\_\_\_\_  
**Lon A. Shell**  
**Commissioner, Pct. 3**

\_\_\_\_\_  
**Walt Smith**  
**Commissioner, Pct. 4**

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
**Hays County Clerk**



**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Adopt a Proclamation recognizing Diez y Seis de Septiembre celebrating Mexico's Independence against Spain in 1821.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	September 7, 2021	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

**SUMMARY**

Hays County Texas was a part of Mexico in 1821 and celebrating this Independence Day recognizes those who had a part in this historical period.

Proclamation will be presented in Court.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Presentation and update regarding the Limited Tax Bonds 2021 Series and Limited Tax Refunding Bonds Taxable Series 2021 bond sale from Hays County's Financial Advisor Dan Wegmiller with Specialized Public Finance, Inc. (SPFI).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	September 7, 2021	

**LINE ITEM NUMBER**

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**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

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

**SUMMARY**

Dan Wegmiller with SPFI, Inc. will provide an update regarding the recent sale of the Hays County Limited Tax Bonds 2021 Series and Limited Tax Refunding Bonds Taxable Series 2021.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Approve payment of County invoices.

**ITEM TYPE**

CONSENT

**MEETING DATE**

September 7, 2021

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR APPROVAL:** N/A

**REQUESTED BY**

Auditor's Office

**SPONSOR**

VILLARREAL-  
ALONZO

**CO-SPONSOR**

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**

CONSENT

**MEETING DATE**

September 7, 2021

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR APPROVAL:** N/A

**REQUESTED BY**

Auditor's Office

**SPONSOR**

VILLARREAL-  
ALONZO

**CO-SPONSOR**

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**

CONSENT

**MEETING DATE**

September 7, 2021

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR APPROVAL:** N/A

**REQUESTED BY**

Auditor's Office

**SPONSOR**

VILLARREAL-  
ALONZO

**CO-SPONSOR**

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 the September 15, 2021 payroll disbursements in an amount not to exceed \$3,150,000.00 effective September 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	N/A

**LINE ITEM NUMBER**

N/A

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

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

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

**SUMMARY**

Approve the September mid month payroll disbursements not to exceed \$3,150,000.00.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Authorize the acceptance of a grant amendment to Department of State Health Services (DSHS) for the COVID-19 Funding related to temporary personnel and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	N/A

**LINE ITEM NUMBER**

120-675-99-132]

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

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

**SUMMARY**

On May 12th, 2020 the County accepted funding from the Department of State Health Services (DSHS) in the total amount of \$305,633 for the COVID-19 funding. DSHS has approved a request to amend the grant category budget to utilize funds previously committed to equipment and supplies to continue to pay interns and temporary staff who are currently working on COVID-19 efforts. There are no new funds being accepted. Rather, funding is being moved between budget categories to address the current needs of the health department. The total reflected in the amendment contract from DSHS reflects the combination of both attached budgets.

Contract Number: HHS000771500001

**Attachments:**

Amending\_HHS000771500001\_Hays\_County  
FY20 COVID 19 Budget UPDATED 8-3-2021 HHS000771500001 I  
FY20 COVID 19 Budget UPDATED 8-3-2021 HHS000771500001 IA.1

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS000771500001  
AMENDMENT NO. 3**

The Department of State Health Services (“**DSHS**” or “**System Agency**”) and Hays County Local Health District (“**Local Government**” or “**Grantee**”), collectively referred to herein as the “**Parties**,” to that certain Interlocal Cooperation Contract for activities in support of Coronavirus 2019 (“**COVID-19**”) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response that was effective April 20, 2020 and denominated DSHS Contract No. HHS000771500001 (the “**Contract**”), as amended, now desire to further amend the Contract.

**Whereas**, the Parties desire to revise the budget categories amounts to allow for continued support of COVID-19 response activities; and

**Whereas**, the Parties have chosen to exercise their option to amend the Contract in accordance with Section IV of the Contract.

**Now, therefore**, the Parties amend and modify the Contract as follows:

1. **Attachment B, Budget**, of the Contract is amended by deleting the budget table in its entirety and replacing it with the following:

<b>Budget Categories</b>	<b>Pre-award Cost from January 20, 2020</b>	<b>COVID 19 Funding Allocation</b>	<b>COVID 19 Funding Allocation A.1</b>	<b>Totals</b>
<b>Personnel</b>	\$0	\$104,356	\$95,962	\$200,318
<b>Fringe Benefits</b>	\$0	\$7,983	\$7,341	\$15,324
<b>Travel</b>	\$0	\$0	\$0	\$0
<b>Equipment</b>	\$0	\$38,500	\$38,220	\$76,720
<b>Supplies</b>	\$0	\$0	\$8,571	\$8,571
<b>Contractual</b>	\$0	\$0	\$1,020	\$1,020
<b>Other</b>	\$0	\$0	\$3,680	\$3,680
<b>Total Direct Costs</b>	\$0	\$150,839	\$154,794	\$305,633
<b>Indirect Cost Rate Amount</b>	\$0	\$0	\$0	\$0
<b>Contract Total</b>	<b>\$0</b>	<b>\$150,839</b>	<b>\$154,794</b>	<b>\$305,633</b>

2. **Transfers between Budget Categories.** Grantee must seek DSHS’ written approval prior to making any fund transfers. Grantee’s written request must include a detailed explanation that



supports the need for the fund transfer. DSHS, in its sole discretion, may approve fund transfers between budget categories.

3. This Amendment shall be effective the date last signed below.
4. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.
5. Any further revisions to the Contract shall be by written agreement of the Parties.

**Signature Page Follows**

**Signature Page for Amendment No.3  
System Agency Contract No. HHS000771500001**

**Department of State Health  
Services**

**Hays County Local Health District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: C429E45821AA44D68D9BF396F98F22E8	Status: Sent
Subject: Amending \$305,633.00; HHS000771500001; Hays County Public Health Dist. A-3; DSHS CPS/COVID 19	
Source Envelope:	
Document Pages: 9	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.16

**Record Tracking**

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
9/1/2021 11:58:13 AM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

**Signer Events**

Signature	Timestamp
Ruben Becerra judge.becerra@co.hays.tx.us Hays County Judge Hays County Security Level: Email, Account Authentication (None)	Sent: 9/1/2021 12:01:32 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

Dave Gruber  
david.gruber@dshs.texas.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

Signature	Timestamp
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**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
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**Carbon Copy Events**

Status	Timestamp
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CMS CMUcontracts@dshs.texas.gov Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 9/1/2021 12:01:31 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

beverly taylor beverly.taylor@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 9/1/2021 12:01:31 PM
<b>Electronic Record and Signature Disclosure:</b>		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Simone Corprew simone.corprew@co.hays.tx.us Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 9/1/2021 12:01:32 PM Viewed: 9/1/2021 12:12:00 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/1/2021 12:01:31 PM
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Payment Events	Status	Timestamps
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FY2020  
COVID-19 Crisis CoAg

Applicant Information

Legal Name of Agency:

Hays County Health Department

Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045

City: San Marcos, TX

Zip: 78666

Payee Name:

Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Ste. 1094

City: San Marcos, Texas

Zip: 78666

State of Texas Comptroller Vendor ID #

(11 digit + 3 digit mail code):

17460022415002

DUNS # (9 digits required for subrecipient contracts):

09-7494884

Fiscal Year-End Date (MM/DD)

08/31

Type of Entity (Choose one)

- City:
  - County:
  - Other Political Subdivision:
  - Nonprofit Organization:
  - Community-Based Organization:
  - Hospital:
  - State Controlled Institution of Higher Learning:
  - Other:
  - Faith Based (Nonprofit Org):
- Click on appropriate box

Contract Term:

Start Date: 12/1/2019

End Date: 8/31/2020

State-wide or Counties Served

State-wide or County(ies) Served:

Hays

Amount of Funding Allocated:

\$150,839.00

**Minimum Unduplicated Clients to be Served**



CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send written/e-mail notification to the Assigned Contract Manager.

Health Director / CEO / Executive Director: Tammy Crumley
Direct Phone: 512-878-6673 Ext:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, & zip):
712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

B-13 Submitter: Carmen Glover
Direct Phone: 512-393-2857 Ext:
E-mail: carmen.glover@co.hays.tx.us

Mailing Address (street, city, county, & zip):
712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX
78666

Program Lead Person: Tammy Crumley
Direct Phone: 512-878-6673 Ext:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, & zip):
712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Contract Lead Person: Mike Jones
Direct Phone: 512-878-6673 Ext:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, & zip):
712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Contract Authorized Signatory: Ruben Becerra
Direct Phone: 512-393-2205 Ext:
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, & zip):
111 E. San Antonio St., Ste. 300, San Marcos, TX.
78666

Additional Contract Authorized Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

FFATA/Assurances Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	TOTAL BUDGET	DSHS Funds Requested (Allocation Amount)
A. Personnel	\$104,356	\$104,356
B. Fringe Benefits	\$7,983	\$7,983
C. Travel	\$0	\$0
D. Equipment	\$38,500	\$38,500
E. Supplies	\$0	\$0
F. Contractual	\$0	\$0
G. Other	\$0	\$0
H. Total Direct Costs	\$150,839	\$150,839
I. Indirect Cost Rate Amount	\$0	\$0
J. Total (Sum of H and I)	\$150,839	\$150,839

Direct Federal Funds	
Other State Agency Funds	
Local Funding Sources	
Other Funds	

<b>Contract Total</b>	\$150,839.00
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PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

**Hays County Health Department**

PERSONNEL	Position Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Total Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Hayden Matz - Data Analyst (D1) (SPENT)	N	Analys Covid Data	100%	N/A	\$3,507	4	\$12,273
Jennifer Whiddon - Contact Tracer (D1) (SPENT)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	4	\$10,539
Victoria Padilla - Contact Tracer (D1) (SPENT)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	4	\$10,539
Julianna Ramos - Contact Tracer (D1) (SPENT)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	4	\$9,880
Alisha Haskins - Contact Tracer (D1) (SPENT)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	4	\$9,880
Emmanuel Huerta - Contact Tracer (D1) (SPENT)	N	COVID-19 Contact Tracing	100%	N/A	\$2,635	4	\$9,965
Guillermo Salinas - Data Entry Specialist (D1) (SPENT)	N	COVID-19 Data Entry	100%	N/A	\$2,396	3	\$5,989
Nicholas Saucedo - Data Entry Specialist (D1) (SPENT)	N	COVID-19 Data Entry	100%	N/A	\$2,396	3	\$5,989
Part-Time Infectious Disease Intern - Michelle Gardner (D5, D1) (SPENT)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	4	\$6,552
Part-Time Infectious Disease Intern - Maria Hernandez (D5, D1) (SPENT)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Part-Time Infectious Disease Intern - Makayla Tey (D5, D1)(SPENT)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Part-Time Infectious Disease Intern - Ariel Valdez (D5, D1) (SPENT)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Rachel - Infectious Disease Intern (D1) (SPENT)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
Kasin Riley - Infectious Disease Intern (D1) (SPENT)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$2,427	3	\$4,550
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS</b>							<b>\$0</b>
						<b>SalaryWage Total</b>	<b>\$104,356</b>

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:		
FICA = \$80979 x 6.2% = \$5021,    MEDICARE x 1.45% = \$1174 (SPENT)			
<b>Total Number of FTEs:</b>	<b>12.50</b>		Fringe Benefit Rate %
			7.65%
			<b>Fringe Benefits Total</b>
			<b>\$7,983</b>

## TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days & Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

**Total for Conference / Workshop Travel**

\$0

Revised: 07/13/2017

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

**Total for Other / Local Travel**

Other / Local Travel Costs:

Conference / Workshop Travel Costs:

**Total Travel Costs:**

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

EQUIPMENT AND CONTROLLED ASSETS Budget Category  
Detail Form

Legal Name of Respondent: Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
AgriOzein Advance Ozogation/Hydroxyl Missing Equipment (D5, D3) (SPENT)	Use to disinfect all Hays County Buildings now and on a regular basis moving forward	1	\$38,500	\$38,500
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment: \$38,500



## CONTRACTUAL Budget Category Detail Form

**Legal Name of Respondent:** Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL COST
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL: \$0



# Indirect Cost Rate

**Legal Name of Respondent:**

**Hays County Health Department**

**Total amount of indirect costs allocable to the project:**

**Amount:**

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Indirect Costs)**

**RATE:**  
**BASE:**

I attest that I have not had an approved indirect cost rate and I am requesting/electing to utilize the de minimis indirect cost rate.

I elect not to request indirect costs.



BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department
-------------------------------

Budget Categories	TOTAL BUDGET	DSHS Funds Requested (Allocation Amount)
A. Personnel	\$95,962	\$95,962
B. Fringe Benefits	\$7,341	\$7,341
C. Travel	\$0	\$0
D. Equipment	\$38,220	\$38,220
E. Supplies	\$8,571	\$8,571
F. Contractual	\$1,020	\$1,020
G. Other	\$3,680	\$3,680
H. Total Direct Costs	\$154,794	\$154,794
I. Indirect Cost Rate Amount	\$0	\$0
J. Total (Sum of H and I)	\$154,794	\$154,794

Direct Federal Funds	
Other State Agency Funds	
Local Funding Sources	
Other Funds	

<b>Contract Total</b>	<b>\$154,794.00</b>
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FY2020

**COVID-10 Crisis CoAg Amendment 1**

**Applicant Information**

**Legal Name of Agency:**

Hays County Health Department

**Mailing Address:**

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045  
City: San Marcos, TX  
Zip: 78666

**Payee Name:**

Hays County Treasurer

**Payee Mailing Address:**

Street / PO Box: 712 S. Stagecoach Trail, Ste. 1094  
City: San Marcos, Texas  
Zip: 78666

**State of Texas Comptroller Vendor ID #**

(11 digit + 3 digit mail code):

17460022415002

**DUNS #** (9 digits required for subrecipient contracts):

09-7494884

**Fiscal Year-End Date (MM/DD)**

09/30

**Type of Entity (Choose one)**

- City:
  - County:
  - Other Political Subdivision:
  - Nonprofit Organization:
  - Community-Based Organization:
  - Hospital:
  - State Controlled Institution of Higher Learning:
  - Other:
  - Faith Based (Nonprofit Org):
- Click on appropriate box

**Contract Term:**

Start Date: 12/1/2019

End Date: 3/15/2021

**State-wide or Counties Served**

State-wide or County(ies) Served:

Hays County

**Amount of Funding Allocated:**

\$154,794.00

**Minimum Unduplicated Clients to be Served**



CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send written/e-mail notification to the Assigned Contract Manager.

Health Director / CEO / Executive Director: Tammy Crumley
Direct Phone: 512-878-6673 Ext:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, & zip):
712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

B-13 Submitter: Amy Fraga
Direct Phone: 512-393-2273 Ext:
E-mail: amy.fraga@co.hays.tx.us

Mailing Address (street, city, county, & zip):
712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX
78666

Program Lead Person: Mike Jones
Direct Phone: 512-393-5538 Ext:
E-mail: mike.jones@co.hays.tx.us

Mailing Address (street, city, county, & zip):
712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Contract Lead Person: Mike Jones
Direct Phone: 512-393-5538 Ext:
E-mail: mike.jones@co.hays.tx.us

Mailing Address (street, city, county, & zip):
712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Contract Authorized Signatory: Ruben Becerra
Direct Phone: 512-393-2205 Ext:
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, & zip):
111 E. San Antonio St., Ste. 300, San Marcos, TX.
78666

Additional Contract Authorized Signatory:
Direct Phone: Ext:
E-mail:

Mailing Address (street, city, county, & zip):

FFATA/Assurances Signatory: Ruben Becerra
Direct Phone: 512-393-2205 Ext:
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, & zip):
111 E. San Antonio St., Ste. 300, San Marcos, TX.
78666

PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

**Hays County Health Department**

PERSONNEL	Position Vacant Y/N	Job Summary	FTEs	Certification or License (Enter NA if not required)	Estimated Total Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Part-Time Infectious Disease Intern - Maria Hernandez (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	11	\$15,695
Part-Time Infectious Disease Intern - Hayden Matz (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	11	\$15,675
Part-Time Infectious Disease Intern - Jennifer Whiddon (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	11	\$15,675
Part-Time Infectious Disease Intern - Victoria Padilla (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	11	\$15,675
Part-Time Infectious Disease Intern - Makayla Tey (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	11	\$15,675
Part-Time Infectious Disease Intern - Aston Pecina (D5, D1)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,900	11	\$15,675
Part-Time Infectious Disease Intern - (D5, D1) (SPENT)	N	Assist with infectious disease surveillance, reporting, and data management - Domain 5	75%	N/A	\$1,000	3	\$1,892
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
<b>TOTAL FROM PERSONNEL SUPPLEMENTAL SHEETS</b>							\$0
						<b>SalaryWage Total</b>	<b>\$95,962</b>

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:	
FICA = \$68400 x .062 = \$4241.00 MEDICARE = \$68400 x .0145 = \$992.00 \$145 Fringe dollars have already been spent!!		**
<b>Total Number of FTEs:</b>	<b>5.25</b>	<b>Fringe Benefit Rate % 7.65%</b>
		<b>Fringe Benefits Total \$7,341</b>

## TRAVEL Budget Category Detail Form

Legal Name of Respondent:

**Hays County Health Department**

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days & Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

**Total for Conference / Workshop Travel**

\$0

Revised: 07/13/2017

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

**Total for Other / Local Travel**

Other / Local Travel Costs:

Conference / Workshop Travel Costs:

**Total Travel Costs:**

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

EQUIPMENT AND CONTROLLED ASSETS Budget Category  
Detail Form

Legal Name of Respondent: Hays County Health Department

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order/quote.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
				\$0
				\$0
Generator (D4, C1) (SPENT)	Back up power for COVID vaccine refrigerators and ultra-cold freezer	1	\$26,000	\$26,000
Goodway Bio Sprayer with Product: Domain 4 (SPENT)	Sanitize and disinfect Hays County Buildings and vehicles	2	\$6,110	\$12,220
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment: \$38,220



## SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

**Itemize and describe each supply item and provide an estimated quantity and cost.**

Description of Item <small>Provide estimated quantity and cost</small>	Purpose & Justification	Total Cost
PPE and Preparedness Supplies	PPE and Medical Supplies (SPENT)	\$5,121
AEDs (D4, C1)	AEDs to have at vaccine locations QTY 2 at \$1,550 each (SPENT)	\$3,100
Sharps Containers (D4, C3) (Already Spent)	Disposal Containers for used needles and syringes (SPENT)	\$350
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

**\$8,571**

## CONTRACTUAL Budget Category Detail Form

**Legal Name of Respondent:** Hays County Health Department

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL COST
Texas Disposal Systems (D4, C1) (SPENT)	Portable Toilets and Handwashing Stations	These units are needed at County parks to help with hygiene.	Monthly	1	\$1,020.00	\$1,020
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

**Total Amount Requested for CONTRACTUAL:** **\$1,020**

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item <small>Include quantity and cost/quantity</small>	Purpose & Justification	Total Cost
Printing (D3, B1)	Information sharing, brochures, signs, public information (SPENT)	\$3,000
Administrative Supplies (D3, B1, 50%; D5, D1, 50%)	Office Supplies (SPENT)	\$680
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

**\$3,680**

# Indirect Cost Rate

**Legal Name of Respondent:**

**Hays County Health Department**

**Total amount of indirect costs allocable to the project:**

**Amount:**

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Indirect Costs)**

**RATE:**  
**BASE:**

I attest that I have not had an approved indirect cost rate and I am requesting/electing to utilize the de minimis indirect cost rate.

I elect not to request indirect costs.

**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 FedEx Office for Emergency Rental Assistance Program printing in the amount of \$743.48 in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	\$743.48

**LINE ITEM NUMBER**

010-763-99-150.5461

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

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

**SUMMARY**

Flyers, banners, and posters were printed at FedEx Office for the Emergency Rental Assistance Program and a purchase order was not obtain as required per Hays County purchasing policy.

Attachment:  
FedEx Office Invoices

CWOODS

FedEx Office

ERA prog  
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303 N Edward Gary St  
San Marcos, TX 78666  
Tel: (512) 726-2362

7/21/2021 12:08:40 PM CST  
Team Member: Robyn B.  
Customer: Kim Hilsenbeck  
Account #: XXXXX8157-0000  
Account: HAYS COUNTY

INVOICE  
\*DUPLICATE RECEIPT\*  
Official bill of Sale  
Terms Net 30 Days  
Please Reference Invoice # 44010009953

Account #: XXXXX8157-0000  
Authorized User: HAYS COUNTY  
Account: HAYS COUNTY.  
Reference: ERA  
Signee: Kim Hilsenbeck  
Signee Phone: (512) 395-4214

Tax Exempt

English Posters	Qty 10	28.44
CLR 1S 61sCvr 11x17	10 @	2,844.00 E
040315 Reg. Price	3.16	

Price per piece	2.84
Regular Total	31.60
Discounts	3.16

Spanish Posters	Qty 10	28.44
CLR 1S 61sCvr 11x17	10 @	2,844.00 E
040315 Reg. Price	3.16	

Price per piece	2.84
Regular Total	31.60
Discounts	3.16

Sub-Total	56.88
Tax	0.00
Deposit	0.00

Total 56.88

Invoiced Account 56.88

Total Tender	56.88
Change Due	0.00

Total Discounts 6.32



RECEIVED IN THE OFFICE OF  
HAYS COUNTY AUDITOR

AUG 23 2021

Fed Ex

7/21/2021 12:10:12 PM CST  
Team Member: Robyn B.  
Customer: Kim Hilsenbeck  
Account #: XXXXXXB157-0000  
Account: HAYS COUNTY

CWDPs

Pg 1

INVOICE  
\*DUPLICATE RECEIPT\*  
Official bill of Sale  
Terms Net 30 Days  
Please Reference Invoice # ~~440100009959~~

Account #: XXXXXXB157-0000  
Authorized User: HAYS COUNTY  
Account: HAYS COUNTY  
Reference: ERA  
Signee: Kim Hilsenbeck  
Signee Phone: (512) 395-4214

Tax Exempt

Info English Qty 1 53.99  
FS OS MountPost24x36 1 @ 53.9900 E  
002723 Reg. Price 59.99

Price per piece 53.99  
Regular Total 59.99  
Discounts 6.00

Flow English Qty 1 53.99  
FS OS MountPost24x36 1 @ 53.9900 E  
002723 Reg. Price 59.99

Price per piece 53.99  
Regular Total 59.99  
Discounts 6.00

Info Spanish Qty 1 53.99  
FS OS MountPost24x36 1 @ 53.9900 E  
002723 Reg. Price 59.99

Price per piece 53.99  
Regular Total 59.99  
Discounts 6.00

Flow Spanish Qty 1 53.99  
FS OS MountPost24x36 1 @ 53.9900 E  
002723 Reg. Price 59.99

Price per piece 53.99  
Regular Total 59.99  
Discounts 6.00

Hallway English Qty 1 53.99  
FS OS MountPost24x36 1 @ 53.9900 E  
002723 Reg. Price 59.99

Price per piece 53.99  
Regular Total 59.99  
Discounts 6.00

Hallway English Qty 1 53.99  
FS OS MountPost24x36 1 @ 53.9900 E  
002723 Reg. Price 59.99

Price per piece 53.99  
Regular Total 59.99  
Discounts 6.00

Banner Qty 1 107.87  
DP Prem Banner SS 15 @ 7.1913 E  
002195 Reg. Price 7.99

47

Price per piece 107.87

RECEIVED IN THE OFFICE OF  
HAYS COUNTY AUDITOR  
AUG 23 2021

FedEx

Pg 2

Regular Total 59.99  
Discounts 6.00

Banner Qty 1 107.87  
DP Prem Banner SS 15 @ 7.1913 E  
002195 Reg. Price 7.99

Price per piece 107.87  
Regular Total 119.85  
Discounts 11.98

Flyers Qty 200 254.79

CLR 2S Copy/Print 200 @ 1.2200 E  
000178 Reg. Price 1.44

Single Cut 6 @ 1.5750 E  
000376 Reg. Price 1.75

Cutting Setup 1 @ 1.3400 E  
000377 Reg. Price 1.49

Price per piece 1.27  
Regular Total 299.99  
Discounts 45.20

Sub-Total 686.60  
Tax 0.00  
Deposit 0.00

Total 686.60

Invoiced Account 686.60

Total Tender 686.60  
Change Due 0.00

Total Discounts 93.18



\* 4 4 0 1 0 0 4 6 0 4 2 \*



**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**

Accept a proposal from Beckwith Electronic Systems, LLC in the amount of \$8,390 for repairs needed to the Crestron System in District Courtroom #7 of the Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024A (7) (D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	\$8,390

**LINE ITEM NUMBER**

001-608-00.5712\_700

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

Requires a discretionary exemption pursuant to Texas Local Government Code 262.024a (7) (D) for captive replacement and component parts for equipment.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Gary Steel	BECERRA	N/A

**SUMMARY**

The Crestron System for the Government Center Courtroom #7 has failed and needs to be repaired. 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 repairs for District Courtroom #7.

Attachment: Beckwith Proposal #503

Budget Amendment:

Increase District Court Computer Equipment\_Capital 001-608-00.5712\_700

Potential Funding Source: County Wide Contingencies 001-645-00.5399

**Serv. Site:** Hays County Government Center  
**Address:** 610 Stagecoach Trail  
San Marcos, TX 78666 US

**Req. By:** Chris Deichmann      **On:**  
**Phone:** 512-554-9261

**Customer:** Hays County Government Center  
**Address:** 712 S. Stagecoach Trail  
San Marcos, TX 78666 US

**Contact:** Chris Deichmann  
**Phone:** 512-554-9261  
**Email:** chris.deichmann@co.hays.tx.us

**Scope Seq: 1 Equipment Installation**

Repair of the Crestron System in Courtroom # 7.

**Labor**

Seq.	Qty.	Craft Description	Class Description		
1	18.00			115.00	2,070.00

**Misc.**

Seq.	Qty.	Description		
1	4.00	<30 Miles Trip Fee	55.00	220.00
2	4.00	DM-TX-201-C	1,300.00	5,200.00
3	1.00	DM-RMC-4k-100-C	900.00	900.00

**Estimate Flat Price Details**

Taxable		Non Taxable		Totals	
<b>Equipment:</b>	0.00	<b>Equipment:</b>	0.00	<b>Equipment:</b>	0.00
<b>Labor:</b>	0.00	<b>Labor:</b>	2,290.00	<b>Labor:</b>	2,290.00
<b>Material:</b>	0.00	<b>Material:</b>	0.00	<b>Material:</b>	0.00
<b>Subcontract:</b>	0.00	<b>Subcontract:</b>	0.00	<b>Subcontract:</b>	0.00
<b>Other:</b>	6,100.00	<b>Other:</b>	0.00	<b>Other:</b>	6,100.00

**Notes:** a) The recent influx of activity surrounding the Covid-19 Pandemic may have an impact on supply chain disruption due to related transport restrictions and delays. This includes but is not limited to Fire Alarm, Public Address, Nurse Call, ERRC/DAS and Security Equipment. We will work diligently with you and any affiliated contractors to minimize the impact on the construction project. Should this become an issue, Beckwith will contact you to discuss the status of the project and the plan moving forward.

- b) Beckwith does not assume liability nor warranty any existing equipment or cabling
- b) The prices within this estimate are subject to change.
- c) All Beckwith work will be done during normal working hours
  - i) Monday thru Friday
  - ii) 7:30am-4:30pm.
  - iii) If Overtime is required for any reason, Beckwith's additional labor costs shall be considered an additional charge and charged to the customer
- d) Beckwith shall schedule this service based on first come first serve basis
- e) This proposal is valid for 30 days from the date herein

**Terms:**

- a) This proposal does not provide retainage
- b) All invoices are due upon receipt
- c) Return goods are subject to 25% restocking charges and no credit will be allowed on goods returned without written authorization from Beckwith
- d) 1.5% per month (18% annually) will be charged on all past due invoices

**Sub Total:** 8,390.00  
**Tax Basis:** 6,100.00  
**Tax Total:** 0.00  
**Price Total:** 8,390.00

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

PO#: \_\_\_\_\_

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Approve Utility Permits.

**ITEM TYPE**

CONSENT

**MEETING DATE**

September 7, 2021

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

**REQUESTED BY**

Jerry Borcharding

**SPONSOR**

INGALSBE

**CO-SPONSOR**

SHELL

**SUMMARY**

Permit #: TRN-2021-4632-UTL TRN-2021-4639-UTL	Road Name: Mt. Sharp Road (Overhead) Yarrington (Trench & Bore)	Utility Company: PEC (Electric) Hooks Gas Pipeline, LLC (Gas & Fiber)
---	---	---



# Hays County Transportation Department

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

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 9/27/2021 .

### Utility Company Information:

Name: Pedernales Electric Cooperative, Inc.  
Address: 1810 FM 150 West Kyle TX  
Phone: 8309929969  
Contact Name: Mike Moore

### Engineer / Contractor Information:

Name: Pedernales Electric Cooperative, Inc.  
Address: 1810 FM 150 West Kyle 78640  
Phone: 8309929969  
Contact Name: Mike Moore

### Hays County Information:

Utility Permit Number: TRN-2021-4632-UTL  
Type of Utility Service: Overhead primary electric line  
Project Description:  
Road Name(s): Mt. Sharp Road, Wimberley, , , , , ,  
Subdivision:  
Commissioner Precinct:

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

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

Engineering Technician

08/30/2021

Signature

Title

Date





# Hays County Transportation Department

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

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 9/17/2021 .

### Utility Company Information:

Name: Hooks Gas Pipeline, LLC  
Address: 9750 FM 1488 Magnolia TX  
Phone: 8326104406  
Contact Name: Nayely Gutierrez

### Engineer / Contractor Information:

Name: Hooks Gas Pipeline, LLC  
Address: 9750 Farm to Market Rd 1488 Magnolia TX 77354  
Phone: 8326104406  
Contact Name: Nayely Gutierrez

### Hays County Information:

Utility Permit Number: TRN-2021-4639-UTL  
Type of Utility Service: HDPE - Natural Gas and Fiber Optic  
Project Description:  
Road Name(s): County Rd 159/Yarrington Road, County Road 158, , , , SH-21, ,  
Subdivision:  
Commissioner Precinct:

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

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

Engineering Technician

08/31/2021

---

Signature

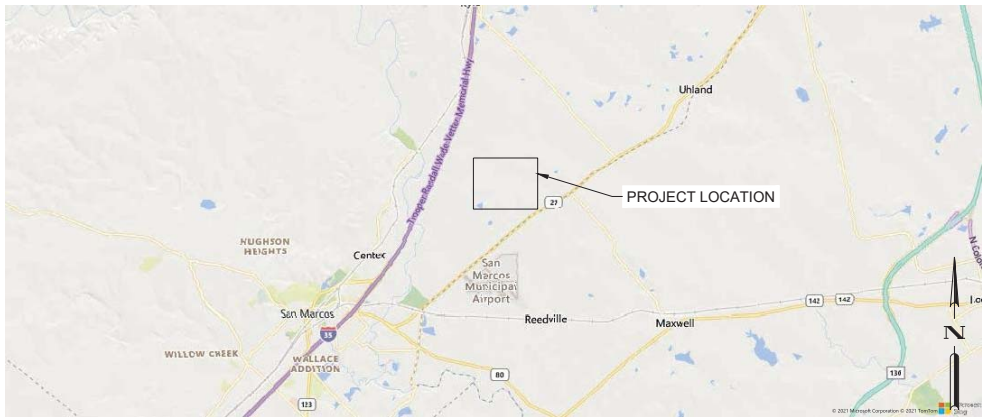
Title

Date

# HOOKS GAS PIPELINE & CENTRIC FIBER SUNSET OAKS HAYS COUNTY PERMIT

HAYS COUNTY, TEXAS

JULY 12, 2021



VICINITY MAP  
SCALE: N.T.S.



LOCATION MAP  
SCALE: 1" = 2000'

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER & SHEET INDEX
2	GENERAL NOTES & LEGEND
3	STA:0+00 TO 24+50
4	STA:24+50 TO 48+50
5	STA:48+50 TO 72+50
6	STA:72+50 TO 76+85

OFFICE LOCATION  
9750 FM 1488  
MAGNOLIA, TX 77354  
CONTACT  
RICHARD W. BARD JR., PE  
PHONE: 281-252-6700  
E-MAIL: RICHARD@TXGAS.NET



SHEET 1 OF 6

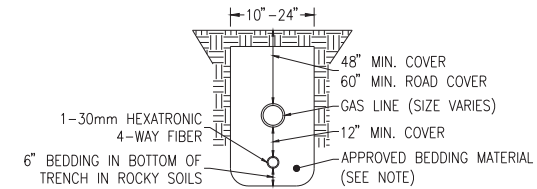
X:\P21\120272\04\_CAD\_BM\04\_02\_CAD\_Net\_Projects\16\_2021\Sunset\_Oaks\COVER.dwg Layer: COUNTY - DWG Plot: 7/8/2021 2:27:50 PM

**UTILITY INSTALLATION NOTES**

- TOTAL DISTANCE = 7,685 L.F.
- MAOP = 60 PSI
- ALL UTILITY WORK WITHIN THE HAYS COUNTY RIGHT OF WAY SHALL BE CONSTRUCTED PER SPECIFICATIONS AND REQUIREMENTS OF HAYS COUNTY.
- ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL REFER TO THE APPROPRIATE AGENCY'S STANDARD SPECIFICATIONS AND INSTALLATION DETAILS FOR ACTUAL LOCATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- GAS MAIN/SERVICES SHALL HAVE A MINIMUM 2-FOOT VERTICAL CLEARANCE FROM ANY OTHER UTILITY AT ALL CROSSINGS.
- ALL GAS DISTRIBUTION MAINS SHALL BE INSTALLED PER THE STANDARDS AND SPECIFICATIONS OF THE UTILITY PROVIDER.
- GAS MAINS SHALL BE CAPPED AT ALL DEAD END LOCATIONS WITH END CAPS PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS USING BUTTFUSION OR ELECTROFUSION PER THE INTENT OF THE PLANS.
- ELEVATION AND PARCEL DATA SHOWN ARE DOWNLOADED FROM AVAILABLE GIS DATA AT THE TIME FROM HAYS COUNTY RECORDS, AND MAY NOT REPRESENT ACTUAL CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER WITH ANY DISCREPANCIES.
- CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM LAND OWNERS TO OPEN CUT DRIVEWAYS AND SHALL MAINTAIN ACCESS ACROSS THE DRIVEWAYS THROUGHOUT CONSTRUCTION.
- BORE PIT SHALL BE APPROXIMATELY 8'X16'X16' IN DEPTH. CONTRACTOR MAY VARY THE SIZE AND DEPTH AS NECESSARY FOR CONSTRUCTION. SPOILS FROM THE PIT SHALL REMAIN ADJACENT TO THE PIT IT WAS EXCAVATED FROM AND PLACED IN SUCH A MANNER THAT DOES NOT IMPACT THE ROADWAY OR ADJACENT PRIVATE LAND.
- CONTRACTOR SHALL ADHERE TO TEXAS ADMINISTRATIVE CODE FOR UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO OBJECT MARKERS.
- CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER FOR OBJECT MARKERS TYPE AND MATERIALS TO BE INSTALLED AT POINTS OF ENTRY TO THE RIGHT OF WAY, AT EVERY CROSSING, AND EVERY 500 L.F. ALONG THE PIPELINE ALIGNMENT PER TAC 21.40.
- CONTRACTOR SHALL ADHERE TO STANDARDS AND SPECIFICATIONS FOR THE INSTALLATION OF THE GAS MAIN WITH THE RAILROAD COMMISSION, TEXAS ADMINISTRATIVE CODE, AND THE UTILITY PROVIDER.
- THE UTILITY PROVIDER WILL PLACE CONSTRUCTION STAKING SHOWING THE CONTRACTOR THE LOCATION OF THE EXISTING RIGHT-OF-WAY.
- CONTRACTOR SHALL CONTACT TEXAS-811 A MINIMUM OF TWO BUSINESS DAYS PRIOR TO BEGINNING WORK. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING UTILITIES.

**LEGEND:**

- PROPOSED 8" HDPE GAS PIPELINE & 30MM FIBER
- RIGHT-OF-WAY / PROPERTY LINE
- PROPOSED SLICK BORE



**TYPICAL GAS/FIBER TRENCH INSTALLATION DETAIL**  
SCALE: N.T.S.

**NOTE:**

ALL EXCAVATIONS SHALL BE OPEN CUT, WITH BANKS KEPT AS NEARLY VERTICAL AS POSSIBLE. THE TRENCH FLOOR SHALL PROVIDE A UNIFORM BEARING FOR EACH FULL LENGTH OF PIPE SECTION. PERFORM ALL EXCAVATIONS OF WHATEVER SUBSTANCE ENCOUNTERED TO THE DEPTHS SHOWN OR INDICATED ON THE DRAWINGS. PIPE SHALL BE BEDDED WITH A MINIMUM OF 6" OF APPROVED MATERIAL ABOVE AND BELOW PIPE. CONTRACTOR SHALL SUBMIT MATERIAL FOR APPROVAL TO OWNER PRIOR TO INSTALLATION. CONTRACTORS ARE RESPONSIBLE FOR ALL SAFETY REQUIREMENTS (OSHA AND ANY OTHER AGENCIES THAT APPLY) ASSOCIATED WITH TRENCH CONSTRUCTION AND SHALL BE REQUIRED TO HAVE A TRENCH SAFETY PLAN PREPARED BY AN APPROVED PROFESSIONAL.

APR	DATE	DESCRIPTION
DESIGNED BY: VN	BY	
REVIEWED BY: ACL		
DRAWN BY: DTL		

**HOOKS CENTRIC FIBER**  
GAS PIPELINE

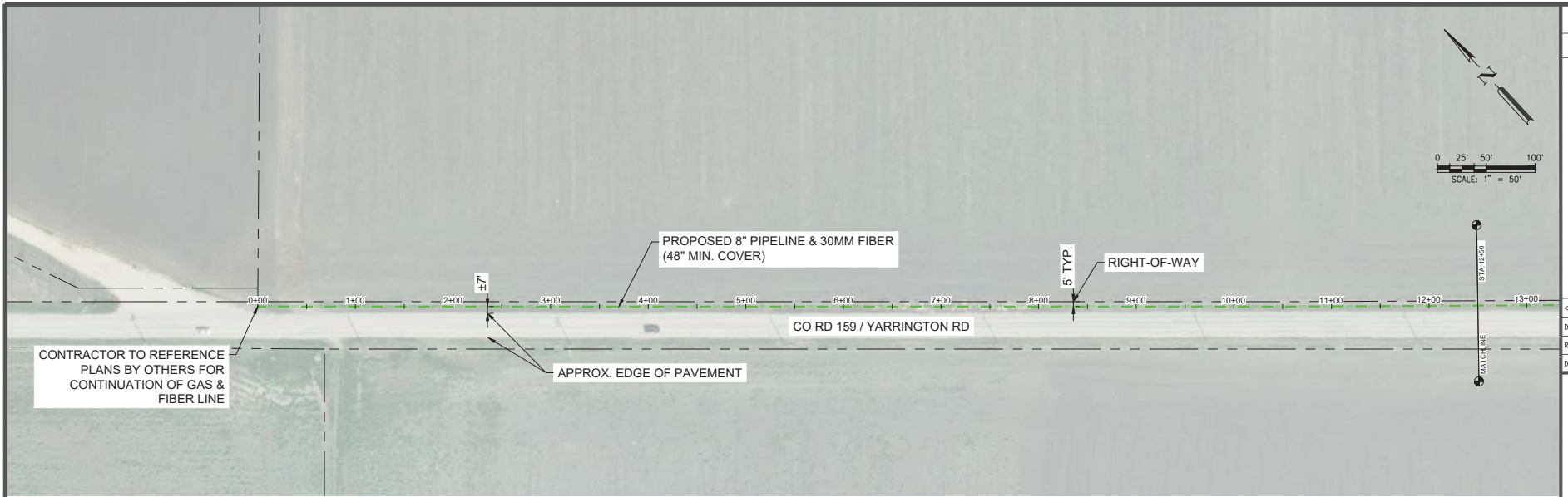
HOOKS GAS PIPELINE & CENTRIC FIBER  
GENERAL NOTES & LEGEND

STATE OF TEXAS  
Professional Engineer  
No. 12345  
Exp. 08/31/2025

SHEET  
2 OF 6

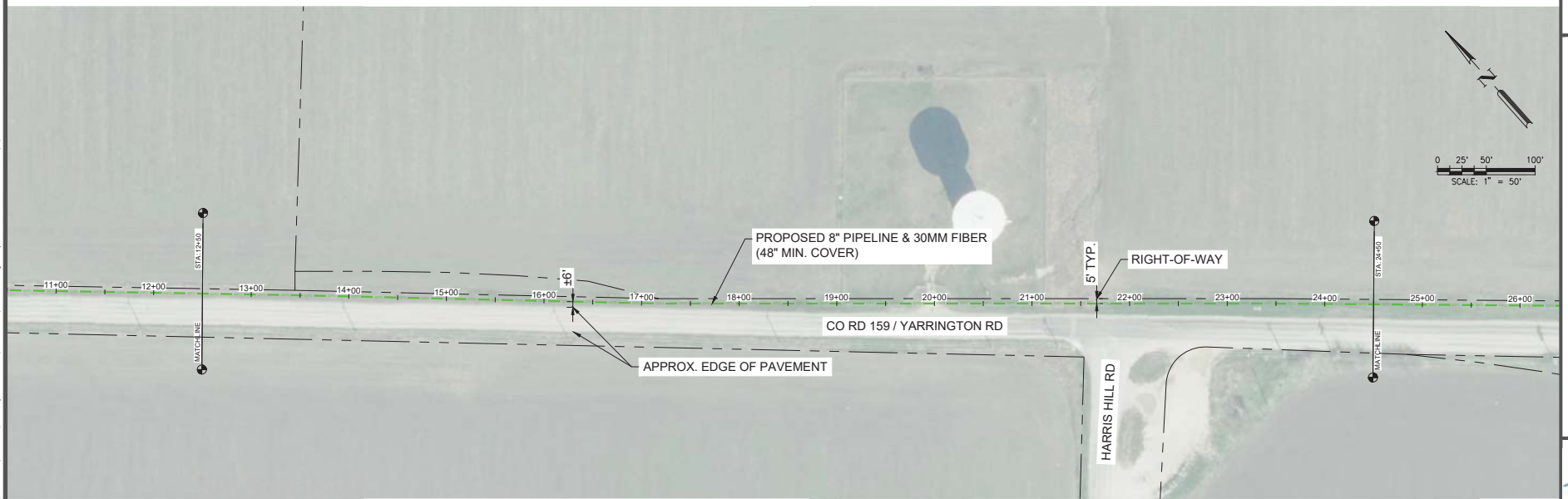


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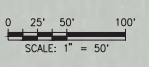
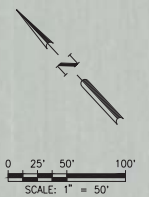
### PLAN VIEW - STA:0+00 TO 12+50

SCALE: 1" = 50'



### PLAN VIEW - STA:12+50 TO 24+50

SCALE: 1" = 50'



DESCRIPTION	DATE	APP
DESIGNED BY:		VN
REVIEWED BY:		ACL
DRAWN BY:		DTL

**HOOKS CENTRIC FIBER**  
GAS PIPELINE

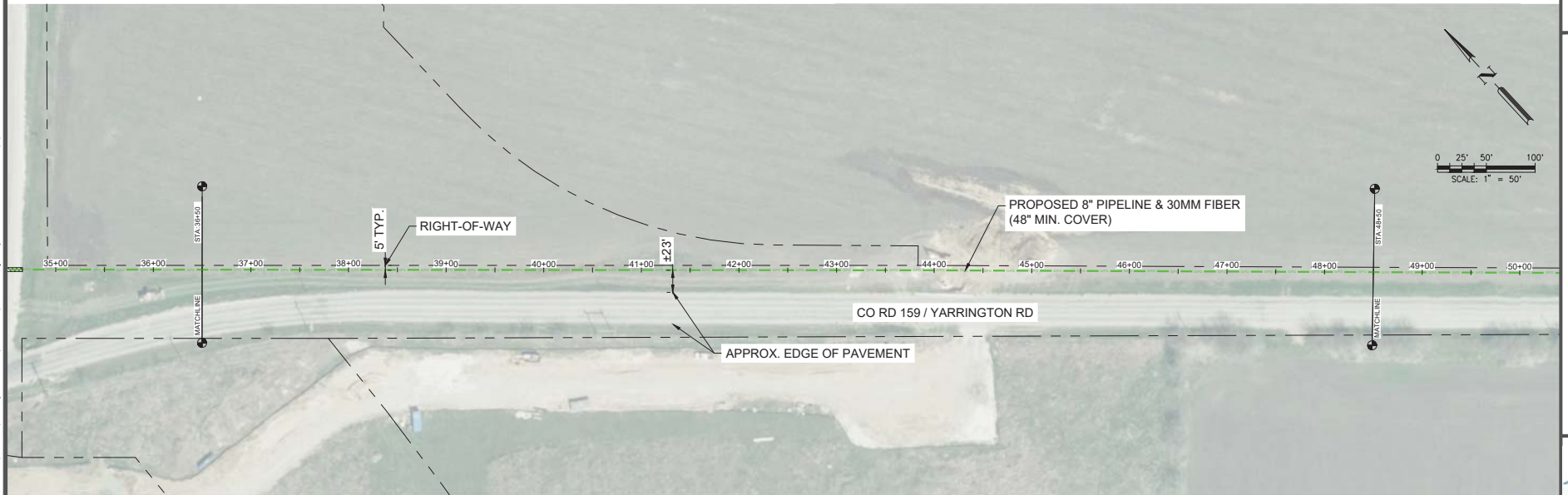
HOOKS GAS PIPELINE & CENTRIC FIBER  
STA:0+00 TO 24+50

SHEET 3 OF 6

DATE: 07/12/2021



**PLAN VIEW - STA:24+50 TO 36+50**  
SCALE: 1" = 50'



**PLAN VIEW - STA:36+50 TO 48+50**  
SCALE: 1" = 50'

X:\P21\12022\04\00\_BM\04\_00\_Ven\_Projct\_7\_6\_2021\Suirt\_Oak\SECTION\_1.dwg Layout: COUNTY - 4 Plot: 7/8/2021 2:28:16 PM

	DATE
	APP
	DESCRIPTION
BY	
DESIGNED BY: VN	
REVIEWED BY: ACL	
DRAWN BY: DTL	



HOOKS CENTRIC FIBER  
GAS PIPELINES

HOOKS GAS PIPELINE & CENTRIC FIBER  
STA:24+50 TO 48+50



STATE OF TEXAS  
Professional Engineer  
No. 12345  
Exp. 12/31/2021

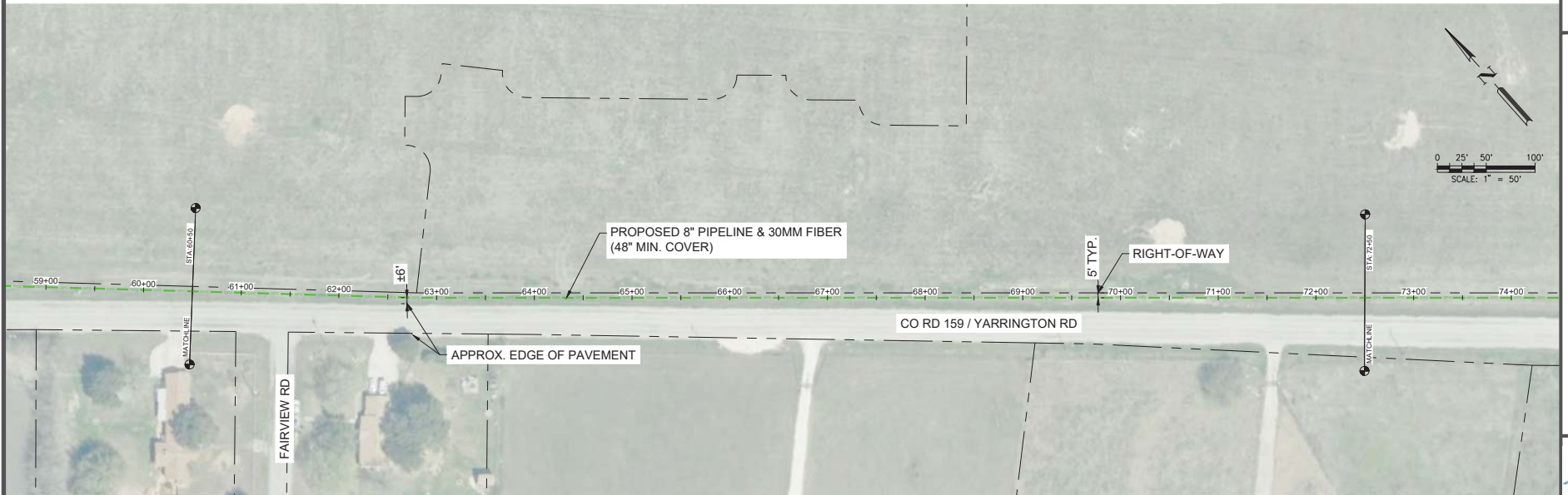
SHEET  
4 OF 6

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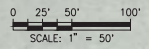
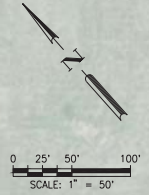
**PLAN VIEW - STA:48+50 TO 60+50**

SCALE: 1" = 50'



**PLAN VIEW - STA:60+50 TO 72+50**

SCALE: 1" = 50'



	DATE
	APR
	DESCRIPTION
	BY
	DESIGNED BY: VN
	REVIEWED BY: ACL
	DRAWN BY: DTL

HOOKS GAS PIPELINE & CENTRIC FIBER

STA:48+50 TO 72+50

SHEET  
5 OF 6

X:\P21\210272\04\00\_BM\4.02\00\New Projects\_7.6.2021\Smart Oms\SECTION\_1.dwg Layout: COUNTY - 6 Plotted: 7/9/2021 2:28:19 PM



### PLAN VIEW - STA:72+50 TO 76+85

SCALE: 1" = 50'

				APR
				DATE
				DESCRIPTION
				BY
				DESIGNED BY: VN
				REVIEWED BY: ACL
				DRAWN BY: DTL

HOOKS CENTRIC FIBER  
GAS PIPELINE

HOOKS GAS PIPELINE & CENTRIC FIBER  
STA: 72+50 TO 76+85

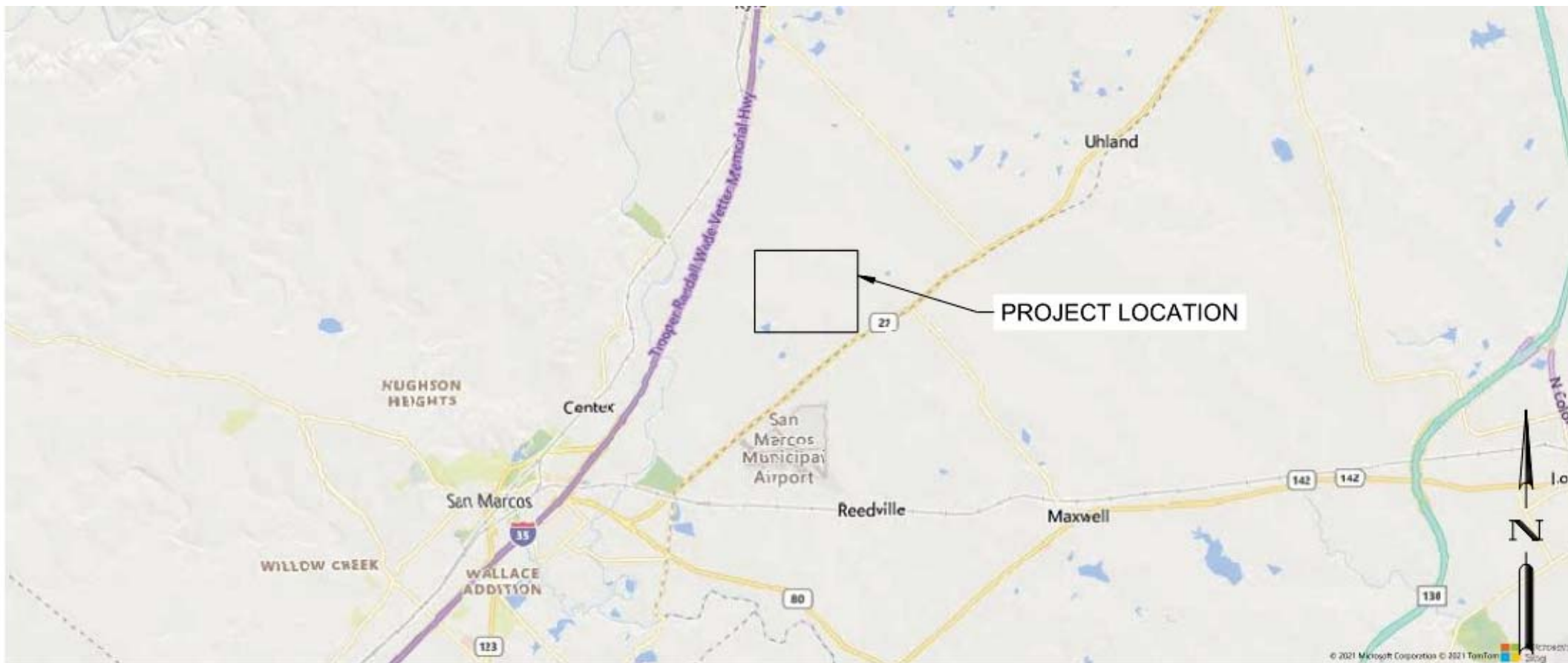
SHEET 6 OF 6

DATE: 07/12/2021



# LOCATION MAP

SCALE: 1" = 2000'



# VICINITY MAP

SCALE: N.T.S.

**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 2021 third quarter financial reporting.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	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 the acceptance and execution of the 2022 Texas Victim Information & Notification Everyday (VINE) Program Service Agreement Renewal.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	N/A

**LINE ITEM NUMBER**

001-618-99-004]

**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**

The Texas Victim Information & Notification Everyday (VINE) Program is associated with the Statewide Automated Victim Notification Service (SAVNS) grant is administered by the Office of the Attorney General (OAG), to provide a statewide automated system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety, and support the rights of victims of crime. Appriss Safety is the provider selected by the OAG to support the VINE program and will provide services from September 1, 2021 - August 31, 2022.

The Hays County FY 2022 SAVNS Grant Contract was approved in court on August 24, 2021 in the amount of \$30,143.66.

Contract No. 20212244900-396-01



**SECOND CONTRACT RENEWAL  
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE  
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

**Contract No. 20212244900-396-01**

WHEREAS the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts (“Participating Entities”);

WHEREAS OAG certified and contracted with **Appriss Inc. (“Vendor”)** as the statewide vendor to provide SAVNS to each of the Participating Entities (“OAG Certification Agreement”);

WHEREAS Hays County, TX as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20192044900-396-01 under which VENDOR would provide SAVNS to Hays County, TX (the “Contract”);

WHEREAS SECTION 1 of the Contract permitted the Hays County, TX to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a “Renewal Term”) to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **SECOND CONTRACT RENEWAL** is exercised by Hays County, TX as follows:

The Contract terminated on August 31, 2020, and was renewed through August 31, 2021. The Contract is hereby renewed, with this Second Contract Renewal Term (“Second Renewal Term”) to begin on September 1, 2021, and end of August 31, 2022. Pursuant to Section 1 of the Contract, this Second Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

**Hays County, TX by:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**Acknowledged by Appriss Inc.**  
  
\_\_\_\_\_  
*Signature*

*8/23/2021*  
\_\_\_\_\_  
*Date*

*Brian Matthews*  
\_\_\_\_\_  
*Name*

*President, Appriss Insights*  
\_\_\_\_\_  
*Title*

**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 the office building for Summer Moon Coffee at 1800 Elder Hill Road, Driftwood, Texas 78619.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	

**LINE ITEM NUMBER**

--

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Director of Development Services	SMITH	N/A

**SUMMARY**

Coffee Unplugged LLC is proposing an OSSF to serve their new office building. This 10.03-acre tract of land will be served by a public well for a potable water supply. The system designer, Erin Banks, P.E., has designed a standard treatment system. After treatment, the effluent will be dispersed via low-pressure pipe for a maximum daily rate of 120 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 On-Site Sewage Facility Permit for the office/warehouse building #2 located at 6750 S. Old Bastrop Hwy, San Marcos, Texas 78666.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco, Director of Development Services	INGALSBE	N/A

**SUMMARY**

Braeswood Alliance Group LLC is proposing an OSSF to serve an office/warehouse building. This building will serve up to 15 employees. This 10.00-acre tract of land is Lot 4 in Phase 2 of the Richter Addition subdivision. This property will be served by a public water supply for a potable water supply. The system designer, Dave McGhee, R.S., has designed a proprietary treatment system. After treatment, the effluent will be dispersed via drip irrigation tubing for a maximum daily rate of 240 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 renewal of the Hays County Accident Insurance Policy with La Vernia Insurance Agency related to all authorized volunteers at a premium renewal rate of \$300.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	\$300

**LINE ITEM NUMBER**

001-645-00.5340

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

**SUMMARY**

The annual volunteer accident policy is due for renewal with La Vernia Insurance Agency and written by Philadelphia Insurance Companies effective 9/1/21.

Attachment: La Vernia Insurance Agency Policy

**La Vernia Insurance Agency**

P.O. BOX 159  
 13210 HWY 87 WEST  
 LA VERNIA, TX 78121  
 (830)779-2595

**INVOICE**

<b>Customer</b>	County of Hays Government Center
<b>Acct #</b>	1884
<b>Date</b>	08/05/2021
<b>Customer Service</b>	LaVernia Insurance Craig Pruski
<b>Page</b>	1 of 1

County of Hays Government Center  
 712 S. Stagecoach Trail,  
 Suite #1063  
 San Marcos, TX 78666

Payment Information	
<b>Invoice Summary</b>	\$ 300.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#20074
PHPA086362	

Thank You



Customer: County of Hays Government Center

Invoice	Effective	Transaction	Description	Amount
20074	09/01/2021	Renew policy	Policy #PHPA086362 09/01/2021-09/01/2022 The Allen J. Flood Companies Inc. Volunteer Accident - Renew policy	300.00
				<b>Total</b>
				\$ 300.00

Thank You

La Vernia Insurance Agency	(830)779-2595	<b>Date</b>
P.O. BOX 159 13210 HWY 87 WEST	lvins@lv-insurance.com	08/05/2021
LA VERNIA, TX 78121		



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

**Philadelphia Indemnity Insurance Company**

Administrative Office  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
Tel: 800-873-4552

**APPLICATION FOR BLANKET ACCIDENT INSURANCE  
Accidental Death and Accident Medical Benefits**

**Part I Proposed Policyholder**

Full Legal Name of Proposed Policyholder Hays County Texas

Address 712 S. Stagecoach Trail San Marcos, TX 78666

Proposed Policyholder is Other

*please describe type of entity who will own policy*

Requested Effective Date 9/1/2021

Expiration Date 9/1/2022

Who will be insured? All authorized volunteers of the policyholder

*describe all members or participants of the Policyholder who will be insured*

**Part II Plan**

**a. Plan of Benefits**

Accident Medical Expense Benefits  
Maximum Benefit **\$100,000**  
Deductible Amount **\$0**

Accidental Death **\$25,000**  
Accidental Dismemberment **up to \$50,000**  
Accidental Paralysis **\$50,000**

Scope of Coverage: **Full Excess**

**b. Premium Calculation**

Total Premium **\$300.00**

**Part III Acknowledgements and Signatures**

**a. Fraud Warning** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**b. Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Philadelphia Indemnity Insurance Company will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Philadelphia Indemnity Insurance Company, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signed for the Proposed Policyholder

Signed by Licensed Agent

Title VP

Agent License Number 807222



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

**Philadelphia Indemnity Insurance Company**

Administrative Office  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
Tel: 800-873-4552

**APPLICATION FOR BLANKET ACCIDENT INSURANCE  
Accidental Death and Accident Medical Benefits**

**Part I Proposed Policyholder**

Full Legal Name of Proposed Policyholder Hays County Texas

Address 712 S. Stagecoach Trail San Marcos, TX 78666

Proposed Policyholder is Other

*please describe type of entity who will own policy*

Requested Effective Date 9/1/2021

Expiration Date 9/1/2022

Who will be insured? All authorized volunteers of the policyholder

*describe all members or participants of the Policyholder who will be insured*

**Part II Plan**

**a. Plan of Benefits**

**Accident Medical Expense Benefits**  
Maximum Benefit **\$100,000**  
Deductible Amount **\$0**

**Accidental Death** **\$25,000**  
**Accidental Dismemberment** **up to \$50,000**  
**Accidental Paralysis** **\$50,000**

Scope of Coverage: **Full Excess**

**b. Premium Calculation**

Total Premium **\$300.00**

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- a. **Fraud Warning** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Philadelphia Indemnity Insurance Company will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Philadelphia Indemnity Insurance Company, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Signed for the Proposed Policyholder*

\_\_\_\_\_  
*Signed by Licensed Agent*

Title \_\_\_\_\_ Agent License Number \_\_\_\_\_



# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

## Philadelphia Indemnity Insurance Company

Administrative Office  
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
Tel: 800-873-4552

**POLICYHOLDER:** Hays County Texas  
**GROUP POLICY NUMBER:** PHPA086362  
**POLICY EFFECTIVE DATE:** 9/1/2021  
**POLICY ISSUE DATE:** 7/14/2021  
**POLICY TERM** 9/1/2021 to 9/1/2022  
**STATE OF ISSUE:** Texas

Philadelphia Indemnity Insurance Company, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible members.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy. We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF Philadelphia Indemnity Insurance Company has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

President & CEO  
Philadelphia Indemnity Insurance Company

Secretary  
Philadelphia Indemnity Insurance Company

• **BLANKET ACCIDENT POLICY** •  
(Activities Excluding Sports)  
• **NON-PARTICIPATING** •

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.  
IT DOES NOT PAY BENEFITS FOR SICKNESS.**



## HAVE A COMPLAINT OR NEED HELP?

If you have a problem with a claim or your premium, call Philadelphia Indemnity Insurance Company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through Philadelphia Indemnity Insurance Company. If you don't, you may lose your right to appeal.

### **Philadelphia Indemnity Insurance Company**

To get information or file a complaint with Philadelphia Indemnity Insurance Company:

**Call: Customer Service at 1-877-438-7459**

Email: [service@phly.com](mailto:service@phly.com)

Mail: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **To compare policies and prices**

Visit [HelpInsure.com](http://HelpInsure.com) to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

## ¿TIENE UNA QUEJA O NECESITA AYUDA?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a Philadelphia Indemnity Insurance Company. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de Philadelphia Indemnity Insurance Company. Si no lo hace, podría perder su derecho para apelar.

### **Philadelphia Indemnity Insurance Company**

Para obtener información o para presentar una queja ante Philadelphia Indemnity Insurance Company:

**Llame a: Customer Service at 1-877-438-7459**

Correo electrónico: [service@phly.com](mailto:service@phly.com)

Dirección postal: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **Para comparar pólizas y precios**

Visite [HelpInsure.com](http://HelpInsure.com) para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

PI-Notice TX (01/20)

**TABLE OF CONTENTS**

	Page
Schedule of Benefits _____	4
General Definitions _____	8
Eligibility, Effective Date and Termination Provisions _____	11
General Provisions _____	12
Claim Provisions _____	13
Administrative Provisions _____	15
Conditions of Coverage _____	17
Policyholder Coverage _____	17
Common Exclusions _____	18
Scope of Coverage Applicable to Medical Expense Benefits _____	19
Accidental Medical Expenses Benefits _____	20
Accident Indemnity Benefits _____	24

## SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

**Eligible Persons:** All authorized volunteers of the policyholder

### CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Policyholder Coverage	
Personal Deviations covered	no
<b>Covered activities</b>	Participation in and attendance at the following Policyholder Supervised and Sponsored activities: All authorized volunteer activities

## ACCIDENT INDEMNITY BENEFITS

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Each of the following Covered Losses may be included or deleted at the option of the Policyholder. Benefit amounts are variable and may be expressed as a percentage of the Principal Sum or as a dollar amount.

Principal Sum	\$25,000
Loss must occur within	365 days of the Covered Accident

#### Schedule of Covered Losses

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	200% of the Principal Sum
Loss of Sight of Both Eyes	200% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	200% of the Principal Sum
Quadriplegia	200% of the Principal Sum
Paraplegia	200% of the Principal Sum
Hemiplegia	200% of the Principal Sum
Loss of One Hand or Foot	100% of the Principal Sum
Loss of Sight in One Eye	100% of the Principal Sum
Loss of Speech	100% of the Principal Sum
Loss of Hearing in Both Ears	100% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	50% of the Principal Sum
<b>Aggregate Limit of Indemnity</b>	<b>\$500,000</b>
Applies to:	All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise

provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

**ACCIDENT MEDICAL EXPENSE BENEFITS**

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person per-Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

**Scope of Coverage Applicable to Accident Medical Benefits**

Full Excess Medical Expense	
Other Health Plan Reduction	50%

**Medical Expense Benefits**

Total Maximum for all Accident Medical Expense Benefits	\$100,000
First Covered Expenses must be Incurred within	180 days after a Covered Accident
Benefit Period	1 year
Deductible	\$0

**Covered Expenses**

<b>In-Patient Hospital Services</b>	
Daily ICU or CCU Benefit	100%
Daily In-Hospital Benefit	100% of the average Semi-private room rate
Miscellaneous Services	100% per Hospital Stay
<b>Ambulatory Medical Center</b>	100%
<b>Emergency Room Treatment</b>	100%
<b>Physician Services</b>	
Surgery Benefit	100%
Assistant Surgeon	100%
Physician's Surgical Facilities	100%
Second Opinion or Consultation	100%
Physician's Assistant	100%
Anesthesia Benefit	100%
Inpatient Visits	100%
Office Visits	100% per visit
<b>Outpatient X-ray, CT Scan, MRI and Laboratory Tests</b>	100%
<b>Outpatient Physiotherapy</b>	100%

<b>Nursing Services</b>	100%
<b>Ambulance Services</b>	100%
<b>Medical Equipment Rental</b>	100%
<b>Medical Services and Supplies</b>	100%
<b>Dental Services</b>	100%
<b>Prosthetic Devices</b>	100%
<b>Orthotic Devices</b>	100%
<b>Prescription Drug Benefit</b>	
Benefit per prescription	100%
<b>Home Health Care Benefit</b>	
Calendar Year Deductible	\$0
Home Health Care Visit	100%
Maximum Visits	40 per calendar year
Medical Supplies, Drugs and Medications	100%

**RATE TABLE** Rates are variable by risk quoted. Rates may be daily, weekly, monthly, quarterly, semi-annually or annually. Rates may be paid: on the effective date, within 30 days from the effective date, monthly, quarterly, semi-annually or annually.

<b>Premium Rates</b>	\$300
<b>Minimum Premium</b>	\$300
<b>Contributions</b>	The cost of this insurance is paid by the Policyholder. Minimum and deposit premiums are fully earned and non-refundable.
<b>Mode of Premium Payment</b>	Fixed Annual
<b>Premium Due Date[s]</b>	Policy Effective Date

## GENERAL DEFINITIONS

---

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

**Beneficiary** means in the case of death of the Covered Person, a person named by the Covered Person to receive benefits provided by this Policy.

**Benefit Percentage** means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

**Certificate** means the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

**Company or We, Us, Our**, means Philadelphia Indemnity Insurance Company, domiciled in Pennsylvania.

**Covered Accident** means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by: disease; sickness; or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

**Covered Activity** means any recurring activity that is shown in the *Schedule of Benefits* and:

1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits*; and
2. is: sponsored; organized; scheduled; or otherwise provided by the Policyholder.

**Covered Expenses** means the lesser of the reasonable and customary charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for treatment for injuries sustained in a Covered Accident.

**Covered Injury** means any bodily harm that results directly and independently of all other causes from a Covered Accident.

**Covered Loss** means: accidental death; dismemberment; or other Injury covered under the Policy.

**Covered Person** means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.

**Deductible** means the amount of Covered Expenses that each Covered Person must incur before benefits are paid under this Policy.

**He, Him or His** means an individual, male or female.

**Health Benefit Plan** means any arrangement, whether individually purchased or incidental to employment or membership in an association or other group, which provides benefits or services for: health care; dental care; disability benefits; or repatriation of remains. A Health Benefit Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through: Health Maintenance Organization; Preferred Provider Organization; State or Federal Exchanges; Insurance Cooperatives and other prepayment; group practice and individual practice plans;
5. medical benefits provided under automobile "fault" and "no-fault" – type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:

- a. a state-sponsored Medicaid plan; or
  - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

**Hospital** means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic facility or unit of a Hospital for:

1. rehabilitation; convalescent; custodial; or educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

**Hospital Stay** means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

**Incurred or Incurs** means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

**In-Patient** means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital. In such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

**Maximum Benefit** means the most we will pay for each Benefit stated in the Schedule of Benefits.

**Nurse** means an individual licensed by the Texas State Board of Medical Examiners to practice medicine within the scope of his or her license.

**Orthotic Device** means a brace or splint used to support, immobilize or treat injured muscles, joints or skeletal parts.

**Out-Patient** means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

**Personal Deviation** means any activity which:

1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

**Physician** means a n individual licensed to practice medicine by the Texas State Board of Medical Examiners within the scope of his or her license. This term includes a doctor of osteopathic medicine.

**Policy** means a legal contract between the Policyholder and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.



**Policyholder** means the branch or organization that elects to provide the coverage under this Policy for its members or participants.

**Policy Effective Date** means the date this Policy takes effect as shown on the face page.

**Pre-existing Condition** means a disease or physical condition for which the Covered Person received medical advice or treatment in the 12 month period before the Covered Person's coverage became effective under the Policy.

**Prosthetic Device** means an artificial device to replace, in part or in whole, a leg, an arm, or an eye.

**Schedule of Benefits** means the outline of the: Coverages and Benefits provided by this Policy.

**Usual and Customary Charge** means the normal charge, in the absence of insurance, made by the provider of any treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

---

### **Policy Effective Date**

We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page as long as the Minimum Participation requirement shown in the Schedule of Benefits has been satisfied.

### **Eligibility**

An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

### **Effective Date for Individuals**

Insurance becomes effective for an Eligible Person on the latest of the following dates:

1. the effective date of this Policy;
2. the date the individual becomes eligible.

### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy or a change in the Covered Person's Covered Class will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

### **Termination of Insurance**

The insurance on a Covered Person will end on the earliest date below:

1. the date the person is no longer in an Eligible Class;
2. the end of the last period for which premium is paid subject to the Grace Period;
3. the date this Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits*, have been paid;
3. the date benefits paid equal any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*.

### **Extension of Benefits**

We will extend benefits under the Policy for 3 months after a Covered Person's coverage would otherwise end if on that date he or she is:

1. confined in a Hospital for a Covered Injury; and
2. under a Physician's care.

Any benefits payable under this provision will not exceed the benefit maximums shown in the Schedule of Benefits.

## GENERAL PROVISIONS

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### **Entire Contract; Changes**

This Policy, including the application, endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall: void the insurance; reduce the benefits; or be used in defense of a claim for loss incurred; unless: it is contained in a written application; and a copy is provided to the person who made such statement, or if the Insured has died or become incapacitated, a copy of the written statement is given to his or her beneficiary or representative.

### **Misstatement of Fact**

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

### **Misstatement of Age**

If the age of the Covered Person has been misstated, We will adjust the benefits under this Policy to those that would be applicable at the correct age.

### **Assignment**

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void except assignments of benefits to a physician or other health care provider who provides health care services to the Covered Person.

### **Incontestability**

The validity of this Policy may not be contested after the Policy has been in force for two years after its date of issue. In the absence of fraud, a statement made by a Covered Person relating to the Covered Person's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made: a) after the insurance has been in force before the contest for two years during the Covered Person's lifetime; and b) unless the statement is contained in a written instrument signed by the Covered Person making the statement.

### **Reporting Requirements**

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by Us.

### **Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

### **Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

### **Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 30 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given: to Us at Our Administrative Office, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004; to such other place as We may designate for the purpose; or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to reasonably cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Notice of Acceptance/Rejection of Claim**

We will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15<sup>th</sup> business day after the date We receive all items, statements, and forms required to secure final proof of loss.

### **Time of Payment of Claims**

We will pay benefits due under this Policy for any loss other than benefits for loss of time not later than the 60<sup>th</sup> day after the date We receive written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits payable under this Policy for loss of time will be paid monthly during the period for which We are liable, and any balance remaining unpaid at the end of that period will be paid as soon as possible after We receive written or authorized electronic proof of loss.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Insured or the Insured's assignee.

If We are to pay benefits to the estate or to a person who is a minor or otherwise not competent to give a valid release, We may pay benefits to such Covered Person's parent, guardian, or other person actually supporting the Covered Person.

The Insured may assign all or a portion of any benefits provided by the Policy for dental care services to the dentist providing the services. In the case of such an assignment, We will pay benefits directly to the dentist designated.

We will repay the actual costs of medical expenses the Texas Department of Human Services pays through medical assistance for a Covered Person if, under the Policy, the Covered Person is entitled to payment for the medical expenses.

**Beneficiary**

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by this Policy, unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

**Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

**Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

## ADMINISTRATIVE PROVISIONS

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### **Cancellation**

We or the Policyholder may cancel this Policy, after the first year, by giving Us 60 days advance written notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, We will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

### **Grace Period**

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
2. written notice of Our intention not to renew is delivered to the Policyholder at least 90 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

### **Premium Payment**

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of this insurance by Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at our Administrative Office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

### **Changes in Premium Rates**

We may change the premium rates from time to time with at least 60 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the number of Covered Persons increases or decreases by more than 10% since the later of the Policy Effective Date and the first day of the current Policy term;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Covered Persons;
5. a change in the number of Covered Persons which would, on a manual rate basis, require a change of 10% or more in the premium rate;
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or

7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

**Premium Audit**

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

## CONDITIONS OF COVERAGE

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This section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

### POLICYHOLDER COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident that occurs during one of the Covered Activities shown in the *Schedule of Benefits*.

The Covered Activity must take place:

1. under one of the Conditions of Coverage shown in the *Schedule of Benefits*; and
2. on the premises of the Policyholder during normal hours of operation or during another scheduled time; or
3. at another site designated by the Policyholder where the Covered Activity is scheduled.

This Coverage also includes travel only within the United States, Canada and Mexico and only directly and without interruption;

1. between the Covered Person's home or another meeting place designated by the Policyholder and the site of the Covered Activity; and
2. by common carrier providing transportation to the site of the Covered Activity or by a private passenger automobile driven by an adult with a valid drivers' license.

**Travel Coverage for Overnight Covered Activities** Covered Travel also includes travel by any common carrier providing transportation to a Covered Activity within the United States, Canada or Mexico when the Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States, Canada or Mexico will be covered only if We have agreed to it in writing.

**Exclusions** This coverage will not be in effect during

1. the Covered Person's Personal Deviation; or
2. during travel to any Covered Activity that takes place outside the United States, Canada and Mexico unless we have agreed to provide it in advance.

Other exclusions that apply to this coverage are in the *Common Exclusions* section.



## COMMON EXCLUSIONS

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In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereof while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
7. travel in or on any off-road motorized vehicle except a golf cart or any other vehicle We specifically agree to cover not requiring licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
10. sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
11. travel or activity outside the United States, Canada or Mexico;
12. travel in any Aircraft owned, leased or controlled by the Policyholder or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
13. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
14. voluntary ingestion of any: narcotic; drug; poison; gas; or fumes; unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
15. injuries compensable under Workers' Compensation law or any similar law;
16. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;

We will not pay benefits for:

17. any Hospital Stay or days of a Hospital Stay that are not appropriate for the condition and locality.
18. A Covered Person's Covered Loss if:
  - a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
  - b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

## **SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS**

Covered expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

### **Other Health Benefit Plan Benefits**

When another Health Benefit Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

### **Full Excess Medical Expense**

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Benefit Plan whether or not claim has been made for benefits it provides.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* or the amount the other Health Care Plan would have paid had its services or facilities been utilized if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement. This provision only applies when the Covered Person is covered for in-network benefits only.

**Definitions** For purposes of the Accident Medical Benefits provided by this Policy:

**HMO** or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

**PPO** or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

## **ACCIDENT MEDICAL EXPENSE BENEFITS**

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We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident.

Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible
2. as long as the first expense has been incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum Benefit shown in the *Schedule of Benefits*; and
5. until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in The *Schedule of Benefits*.

### **Covered Expenses**

#### **Inpatient Hospital Services**

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to: X-ray; laboratory; in-Hospital physiotherapy; nurse services; orthopedic appliances; pre-admission tests; and all necessary charges other than room and board, for services received during a Hospital Stay.

#### **Ambulatory Medical Center**

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

#### **Emergency Room Treatment**

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

#### **Physician Services – We will pay Covered Expenses for Covered Expenses listed below.**

Surgery

1. Covered Expenses charged for performing a surgical procedure. We will pay up to 100% of the Maximum Benefit for a surgical procedure shown in the *Schedule of Benefits*; and
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure
3. Covered Expenses charged for treatment of fractured and dislocated bones; operations that involve cutting, incision and/or suturing of wounds; or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center
4. Any braces, splints or other devices required after surgery to ensure proper healing

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

**Second Opinion or Consultation – Covered Expenses** charged by a Physician for a second surgical opinion or consultation.

**Physician's Assistant – Covered Expenses** charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

**Anesthesia and its administration – Covered Expenses** charged by a Physician for anesthesia and its administration.

**In-Hospital or Office Visits – Covered Expenses** charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

1. for in-Hospital visits; and
2. for office visits.

**Outpatient X-ray, CT Scan, MRI and Laboratory tests**

We will pay Covered Expenses Incurred, when prescribed by a licensed Physician, for X-ray except dental X-rays; CT Scans; MRI's; and laboratory tests.

**Outpatient Physiotherapy**

We will pay Covered Expenses Incurred for outpatient physiotherapy, when prescribed by a licensed Physician, which includes:(a) acupuncture;(b) microthermy;(c) chiropractic adjustment;(d) manipulation;(e) diathermy; (f) massage therapy;(g) heat treatment; and (h) ultrasound treatment.

**Nursing Services**

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

**Ambulance Services**

We will pay Covered Expenses Incurred for ground or air; ground ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat his injury.

**Medical Equipment Rental**

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Permanent or therapeutic value is determined solely by Us. Examples of items that are not covered include but are not limited to: computers; motor vehicles and modifications thereof; and ramps and installation costs ; eyeglasses and hearing aids.

**Medical Services and Supplies**

We will pay Covered Expenses Incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

**Dental Services**

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and

2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include: examinations; X-rays; restorative treatment; endodontics; oral surgery; initial braces required for treatment of an injury; and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

We will pay Covered Expenses Incurred for dental treatment by a noncontracting provider dentist the same as We will pay Covered Expenses Incurred for dental treatment by a contracting provider dentist.

#### **Prosthetic Devices**

We will pay Covered Expenses Incurred for prosthetic devices, components of prosthetic devices, and repairs of prosthetic devices.

#### **Orthotic Devices**

We will pay Covered Expenses Incurred for the purchase, repair or replacement of an Orthotic Device required as a result of a Covered Accident.

#### **Prescription Drugs**

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

#### **Home Health Care**

We will pay Covered Expenses Incurred for care and treatment rendered to a Covered Person by a Home Health Care Agency, for the maximum number of Visits as shown in the *Schedule of Benefits* for:

1. part-time nursing care provided or supervised by a registered graduate nurse;
2. part-time Home Health Aide service which consists of caring for the patient;
3. physical, speech and occupational therapies when indicated in conjunction with the Covered Person's discharge placement through a rehabilitation facility approved by his Physician and by Us;
4. nutritional counseling; and
5. medical social services by a qualified social worker licensed by the jurisdiction in which services are rendered.

Home Health Care services must be preceded by a Minimum Hospital Stay and must begin within the specified number of consecutive days of discharge from a Hospital. The Minimum Hospital Stay and the number of days of confinement within which Home Health Care must begin are shown in the *Schedule of Benefits*.

#### **Excluded Expenses**

None of the following will be considered Covered Expenses unless coverage is specifically provided.

1. Blood, blood plasma or blood storage except expenses by a Hospital for processing or

PI-AH-BL-NSP001 (TX)

Page 22 of 24

- administration of blood.
- 2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
  - a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
  - b reconstruction incidental to or following surgery resulting from a Covered Accident.
- 3. Any elective or routine: treatment; surgery; health treatment; or examinations; including any service, treatment or supplies that are (a) deemed by Us to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
- 4. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
- 5. Rest cures or custodial care.
- 6. Repair or replacement of: existing dentures; partial dentures; braces, or bridgework.
- 7. Personal services such as television and telephone, or transportation.
- 8. Expenses paid by any automobile insurance policy without regard to fault.
- 9. Services or treatment provided by an infirmary operated by the Policyholder or Subscriber.
- 10. Treatment of injuries that result over a period of time, such as blisters, tennis elbow, et al, that are a normal, foreseeable result of participation in the Covered Activity.
- 11. Treatment or service provided by a private duty nurse.
- 12. Treatment of hernia of any kind.
- 13. Treatment of a Pre-existing condition as defined herein.

Other Exclusions that apply to this Benefit are in the *Common Exclusions* Section

## ACCIDENT INDEMNITY BENEFITS

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This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

#### Definitions

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

**Quadriplegia** means total Paralysis of both upper and both lower limbs.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Severance** means the complete and permanent separation and dismemberment of the part from the body.

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
Administrative Office: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004  
800-873-4552

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE  
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**  
(For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (regardless of where the policyholder lived when the policy was issued)
- Residents of other states, ONLY if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.



**Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

## PRIVACY POLICY NOTICE

### Philadelphia Indemnity Insurance Company

The Philadelphia Indemnity Insurance Company ("PIIC" or "We") value(s) your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law. This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be disclosed. This does not reflect a change in the way we do business or handle your information.

#### INFORMATION THAT WE COLLECT:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties in order to service your policy.

#### INFORMATION THAT WE DISCLOSE:

We will only disclose the information described above to affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance functions for our company, including our reinsurance companies;
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

#### PROTECTION OF INFORMATION:

We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

#### USE OF COOKIES:

We may place electronic "cookies" in the browser files of your computer when you access this website. Cookies are text files placed on your computer to enable our systems to recognize your browser and to tailor the information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer's hard drive to enable us to match personal information that we maintain about you so that we are able to pre populate on-line forms with your information. We also use cookies to help us analyze use of our website to understand which areas of our site are most useful to you. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that if you do this, you may not be able to use the full functionality of the website.

#### YOUR RIGHTS REGARDING YOUR INFORMATION:

You have the right to submit a written request for access to your recorded Personal Information. Within 30 business days of receipt of your request, we must inform you of the nature and substance of your recorded Personal Information, permit you to view and copy it in person, or receive a copy by mail of your recorded Personal Information, and receive names of persons or entities to whom we have disclosed Personal Information about you in the last two years. There are some types of information, however, to which we are not required to give you access. Information collected for the evaluation of a claim, or when the possibility of a lawsuit exists, will not be disclosed. If your records contain medical information, we may ask you to name a licensed medical professional to whom we can send such information so that it may be properly explained. You may be charged a fee if we copy your Personal Information for you.

You have the right to request that we correct, amend or delete any recorded Personal Information that you believe is inaccurate. Within 30 business days of receipt of your request, we will correct, amend or delete the inaccurate recorded Personal Information or notify you the reason(s) that we are unable to make the change. If you disagree with our decision, you have the right to submit a concise statement for your file setting forth the reasons you disagree with us and/or the correct, relevant or fair information. If you request, we will provide you with a summary of our procedures by which you may request correction, amendment or deletion of your recorded Personal Information.

If we use an independent consumer reporting agency or insurance-support organization to prepare a report on you, you have the right to be personally interviewed by them. Information you give during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency or organization may contact you, and every effort will be made to interview you. Even if you are not interviewed, you have the further right to request that the reporting agency or insurance-support organization provide you with a copy of the report it makes. Information obtained by a report prepared by an insurance support organization may be retained by that organization and disclosed to other persons. Write us at the address in this notice and we will give you the name and address of any agency or support organization we have used to prepare a report on you so that you can contact them directly to find out more about that report.

**CONTACT US:** Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 ATTN: Chief Privacy Officer

**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 2021-B09 US 290 W - Henly Loop and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

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

**SUMMARY**

Hays County (County) is soliciting for the construction at the intersection US 290 and Henly Loop. The construction will consist of intersection improvements of a right turn lane addition on Westbound US 290 at Henly Loop including paving, drainage, signing, and pavement marking.

Attached:  
Solicitation: IFB 2021-B09 US 290 W - Henly Loop



**HAYS COUNTY  
PROJECT CONSTRUCTION MANUAL**

**FOR  
US 290 WEST AT HENLY LOOP**

**CSJ: 0113-07-077**

**Bid No. IFB 2021-B09**

**Bid Date: Thursday, September 30, 2021  
Bid Time: 3:00 PM**

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

**SEPTEMBER, 2021**

## TABLE OF CONTENTS

<b>CONTENTS</b>	<b>SECTION</b>
IFB Submittal Checklist	1
Invitation for Bids	2
Bid Instructions / Requirements	3
Bid Form	4
Schedule of Rates and Prices	4
Conflict of Interest Questionnaire	4
Certificate of Interested Parties	4
Code of Ethics for Hays County	4
Hays County Practices Related to Historically Underutilized Businesses	4
Hays County House Bill 89 Verification	4
Hays County Purchasing Department Senate Bill 252 Certification	4
Vendor References	4
Vendor/Bidder's Affirmation	4
Related Party Disclosure Form	4
Debarment and Licensing Certification	4
Child Support Statement	4
State of Texas Child Support Business Ownership Form	4
Required Contract Provisions Federal-Aid Construction Contracts (FHWA 1273)	4
FHWA 1273 Certification	4
Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards	4
Standard Form of Contract	5
Wage Rates	6
Performance Bond	7
Payment Bond	8
Certificate of Insurance	9
General Conditions	10
Special Conditions	11
General Notes	12
Technical Specifications	13
Attachment A – IFB 2021-B09 Bid Form Schedule of Rates and Prices (Bound Separately)	
Attachment B – Geotechnical Report (Bound Separately)	

Attachment C – Disadvantaged Business Enterprise (DBE) Commitment Agreement Form

Attachment D – Plan Drawings

(Bound Separately)

**Appendices**

Appendix A – Quality Assurance Program for Construction Projects

Appendix B – Guide Schedule of Sampling and Testing

Appendix C – AASHTO Accredited Laboratories

**SECTION 1**  
**IFB SUBMITTAL CHECKLIST**

## **IFB Submittal Checklist**

This checklist is provided for convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

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

- \_\_\_ 1. Completed Bid Form
- \_\_\_ 2. Completed Schedule of Rates and Prices
- \_\_\_ 3. Vendor References Completed
- \_\_\_ 4. Bid Bond for 5% of total bid amount

### **Required Forms by Hays County:**

- \_\_\_ 1. Conflict of Interest Questionnaire Completed and Signed
- \_\_\_ 2. Certificate of Interested Parties – Form 1295 filed online with the Texas Ethics Commission and Signed
- \_\_\_ 3. Code of Ethics for Hays County Signed
- \_\_\_ 4. Hays County Practices Related to Historically Underutilized Businesses Signed
- \_\_\_ 5. Hays County House Bill 89 Verification Signed and Notarized
- \_\_\_ 6. Hays County Purchasing Department Senate Bill 252 Certification Signed
- \_\_\_ 7. Vendor/Bidder's Affirmation Completed and Signed
- \_\_\_ 8. Related Party Disclosure Form Completed and Signed
- \_\_\_ 9. Debarment & Licensing Certification Signed and Notarized
- \_\_\_ 10. State of Texas Child Support Business Ownership Form Completed and Signed
- \_\_\_ 11. FHWA 1273 Certification Completed and Signed
- \_\_\_ 12. Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Completed and Signed
- \_\_\_ 13. Disadvantaged Business Enterprise (DBE) CommitYment Agreement Form
- \_\_\_ 14. System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Entity Registration Page
- \_\_\_ 15. Any addenda applicable to this solicitation

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

- \_\_\_ 1. Electronic Submission of Bid Packet through BidNet Direct as well as one (1) hard copy delivered to the Hays County Purchasing office OR



- \_\_\_\_ 2. One (1) original proposal and one (1) digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

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

**SECTION 2  
INVITATION FOR BIDS**

**PUBLIC NOTICE  
HAYS COUNTY  
INVITATION FOR BIDS**

Hays County will be accepting sealed Bids for:

**US 290 WEST AT HENLY LOOP, Bid No. IFB 2021-B09**

Sealed Bids will be received by Hays County, through either hardcopy at the Purchasing Office, Hays County Government Center, 712 South Stagecoach Trail, Suite 1071, San Marcos, TX 78666 or electronically through [www.bidnetdirect.com/hayscounty](http://www.bidnetdirect.com/hayscounty) (the BidNet Direct website) until 3:00 PM local time on THURSDAY, SEPTEMBER 30, 2021 at which time and place the bids will be publicly opened and read. Bids received after the time and date set for submission will be returned unopened.

**DETAIL SUMMARY**

<b>Issuing Office:</b>	Hays County Auditor Purchasing Office 712 S. Stagecoach Trail, Suite 1071 San Marcos, TX 78666 Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the websites: <a href="http://www.bidnetdirect.com/hayscounty">www.bidnetdirect.com/hayscounty</a> , <a href="http://www.txsmartbuy.com/sp">http://www.txsmartbuy.com/sp</a> , <a href="https://www.sanmarcostx.gov/Bids.aspx">https://www.sanmarcostx.gov/Bids.aspx</a>
<b>Responses to Solicitation:</b>	Sealed bids marked with Solicitation Number and Respondent Name on the outermost envelope: One (1) original and one (1) digital copy on a thumb drive  OR  Electronic Bid Packets can be submitted through BidNet Direct, as well as one (1) hard copy delivered to Hays County Purchasing Department.
<b>Deadline for Responses:</b>	In issuing office or submitted to BidNet Direct no later than: <b>THURSDAY, SEPTEMBER 30, 2021; 3:00 PM, Central Time (CT)</b> 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.
<b>Pre-Bid Meeting:</b>	<b>A non-mandatory Virtual Pre-Bid Conference will be held on WEDNESDAY, SEPTEMBER 15, 2021 at 2:00 PM through Microsoft Teams.</b> See link: Join Microsoft Teams Meeting or contact <a href="mailto:purchasing@co.hays.tx.us">purchasing@co.hays.tx.us</a> for a calendar appointment.
<b>Bonding Requirements:</b>	Bid Bond in the amount not less than five percent (5%) of the total amount of the bid, issued by an acceptable surety company or in the form of a certified or cashier's check, must accompany each bid as a guarantee that the successful bidder will enter into a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor. Performance and Payment Bonds (100% of Contract Price) will be required as stated in the bidding documents.

<b>Other Requirements:</b>	<p>To submit Proposals for this Contract, prospective bidder shall, on THURSDAY, SEPTEMBER 22, 2021, meet the following requirements:</p> <p>(1) be qualified via “Confidential Questionnaire” by the Texas Department of Transportation (TxDOT) for bidding on State projects or within the 90 day grace period for the preparation of a new qualification statement, or have submitted the Confidential Questionnaire and have it on file with TxDOT at least 14 days before the date proposals are to be opened;</p> <p>(2) not on the TxDOT list of currently debarred/sanctioned contractors; and</p> <p>(3) provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts.</p> <p>(4) SYSTEM FOR AWARD MANAGEMENT (SAM): Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in SAM. Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (<a href="http://www.SAM.gov">www.SAM.gov</a>). Enclose a printout of the search results that includes the record on THURSDAY, SEPTEMBER 30, 2021.</p> <p>(5) Attachment D: DBE Commitment Agreement Form must be filled out and submitted with bid.</p>
<b>Initial Contract Term:</b>	185 calendar days
<b>Optional Contract Terms:</b>	None.
<b>Designated Contact:</b>	<p>Hays County Purchasing Department  Email: <a href="mailto:purchasing@co.hays.tx.us">purchasing@co.hays.tx.us</a></p>
<b>Questions &amp; Answers:</b>	<p>Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than <b>WEDNESDAY, SEPTEMBER 22, 2021 at 5:00 PM, CT.</b></p> <p>Telephone inquiries will not be accepted. Questions will be accepted in writing to <a href="mailto:purchasing@co.hays.tx.us">purchasing@co.hays.tx.us</a>.</p> <p>Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on BidNet Direct and ESDS websites.</p>
<b>Addenda</b>	<p>Any interpretations, corrections or changes to this IFB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with bid submission.</p>
<b>Contact with County Staff:</b>	<p>Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction</p>

	does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
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**Anticipated Schedule of Events**

<b>September 9, 2021</b>	<b>Issuance of IFB</b>
<b>September 15, 2021</b>	<b>Pre-Bid Meeting Online (2:00 AM/PM, CT)</b>
<b>September 22, 2021</b>	<b>Deadline for Submission of Questions (5:00 PM, CT)</b>
<b>September 30, 2021</b>	<b>Deadline for Submission of Bids (3:00 PM, CT) Late bids will not be accepted</b>
<b>Fall, 2021</b>	<b>Anticipated Contract Award Date</b>

**SECTION 3**  
**BID INSTRUCTIONS / REQUIREMENTS**

## **BID INSTRUCTIONS / REQUIREMENTS**

THE CONTRACT BID INSTRUCTION SHALL BE AS SET FORTH IN SECTION 13  
TECHNICAL SPECIFICATIONS.

**SECTION 4**  
**BID FORM /**  
**SCHEDULE OF RATES AND PRICES /**  
**CONFLICT OF INTEREST QUESTIONNAIRE /**  
**CERTIFICATE OF INTEREST PARTIES /**  
**CODE OF ETHICS FOR HAYS COUNTY /**  
**HAYS COUNTY PRACTICES RELATED TO HISTORICALLY UNDERUTILIZED**  
**BUSINESSES /**  
**HAYS COUNTY HOUSE BILL 89 VERIFICATION /**  
**HAYS COUNTY PURCHASING DEPARTMENT SENATE BILL 252**  
**CERTIFICATION /**  
**VENDOR REFERENCES /**  
**VENDOR/BIDDER'S AFFIRMATION /**  
**RELATED PARTY DISCLOSURE FORM /**  
**DEBARMENT AND LICENSING CERTIFICATION /**  
**CHILD SUPPORT STATEMENT /**  
**STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM /**  
**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION**  
**CONTRACTS (FHWA 1273) /**  
**FHWA 1273 CERTIFICATION /**  
**APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL**  
**ENTITY CONTRACTS UNDER FEDERAL AWARDS**



## BID FORM

### PROJECT IDENTIFICATION

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

### THIS BID IS SUBMITTED TO:

**Electronically:** Bid Packets can be submitted through BidNet Direct: [www.bidnetdirect.com/hayscounty](http://www.bidnetdirect.com/hayscounty).

**Manually:**

Hays County Purchasing Department  
Attn: Stephanie Hunt  
712 South Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation for Bids and Bid Instructions/Requirements, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed within 185 calendar days from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

SUBMITTED ON \_\_\_\_\_, 20\_\_.

State Contractor License Number \_\_\_\_\_

IF BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

\_\_\_\_\_  
(Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

\_\_\_\_\_  
(Signature)

Business address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporate Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_ (SEAL)  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Signature)

(Corporate Seal)

Attest: \_\_\_\_\_  
(Secretary)

Business Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Qualification to Do Business is \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**ATTACHMENT A - IFB 2021-B09 BID FORM  
SCHEDULE OF RATES AND PRICES  
HAYS COUNTY, TEXAS**

**PROJECT:** IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	0100-6002	PREPARING ROW	9.3	STA		\$ -
2	0105-6084	REV STAB BASE & ASPH (6-12")	1223	SY		\$ -
3	0110-6001	EXCAVATION (ROADWAY)	795	CY		\$ -
4	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	80	CY		\$ -
5	0150-6002	BLADING	40	HR		\$ -
6	0160-6003	FURNISHING AND PLACING TOPSOIL (4")	1500	SY		\$ -
7	0164-6027	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	1500	SY		\$ -
8	0164-6029	CELL FBR MLCH SEED(TEMP)(WARM)	1500	SY		\$ -
9	0164-6031	CELL FBR MLCH SEED(TEMP)(COOL)	1500	SY		\$ -
10	0168-6001	VEGETATIVE WATERING	25	MG		\$ -
11	0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	1500	SY		\$ -
12	0247-6366	FL BS (CMP IN PLC)(TY A GR 5)(FINAL POS)	602	CY		\$ -

**ATTACHMENT A - IFB 2021-B09 BID FORM  
SCHEDULE OF RATES AND PRICES  
HAYS COUNTY, TEXAS**

**PROJECT:** IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
13	0310-6001	PRIME COAT (MULTI-OPTION)	480	GAL		\$ -
14	3076-6003	D-GR HMA(SQ) TY-B PG64-22	136	TON		\$ -
15	3076-6072	D-GR HMA(SQ) TY-D PG76-22	259	TON		\$ -
16	0347-6272	TACK COAT	54	GAL		\$ -
17	0432-6002	RIPRAP (CONC)(5 IN)	20	CY		\$ -
18	0462-6053	CONC BOX CULV (5 FT X 5 FT) (EXTEND)	10	LF		\$ -
19	0466-6153	WINGWALL (FW - 0) (HW=6 FT)	1	EA		\$ -
20	0500-6001	MOBILIZATION	1	LS		\$ -
21	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO		\$ -
22	0506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	23	LF		\$ -
23	0506-6011	ROCK FILTER DAMS (REMOVE)	23	LF		\$ -
24	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY1)	600	SY		\$ -

**ATTACHMENT A - IFB 2021-B09 BID FORM  
SCHEDULE OF RATES AND PRICES  
HAYS COUNTY, TEXAS**

**PROJECT:** IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
25	0506-6024	CONSTRUCTION EXITS (REMOVE)	600	SY		\$ -
26	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	465	LF		\$ -
27	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	465	LF		\$ -
28	0506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	67	LF		\$ -
29	0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	67	LF		\$ -
30	0512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	550	LF		\$ -
31	0512-6029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	550	LF		\$ -
32	0512-6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	550	LF		\$ -
33	0545-6003	CRASH CUSH ATTEN (MOVE & RESET)	1	EA		\$ -
34	0545-6005	CRASH CUSH ATTEN (REMOVE)	1	EA		\$ -
35	0545-6019	CRASH CUSH ATTEN (INSTL) (S) (N) (TL3)	1	EA		\$ -
36	0552-6001	WIRE FENCE (TY A)	350	LF		\$ -

**ATTACHMENT A - IFB 2021-B09 BID FORM  
SCHEDULE OF RATES AND PRICES  
HAYS COUNTY, TEXAS**

**PROJECT:** IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** \_\_\_\_\_

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
37	0644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	6	EA		\$ -
38	0644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	2	EA		\$ -
39	0644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA		\$ -
40	0644-6076	REMOVE SM RD SN SUP&AM	4	EA		\$ -
41	0658-6099	INSTL OM ASSM (OM-2Z)(WFLX)GND	2	EA		\$ -
42	0666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	605	LF		\$ -
43	0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	24	LF		\$ -
44	0666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	4	EA		\$ -
45	0666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	4	EA		\$ -
46	0666-6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	955	LF		\$ -
47	0666-6170	REFL PAV MRK TY II (W) 4" (SLD)	1250	LF		\$ -
48	0666-6184	REFL PAV MRK TY II (W) (ARROW)	6	EA		\$ -



**ATTACHMENT A - IFB 2021-B09 BID FORM  
SCHEDULE OF RATES AND PRICES  
HAYS COUNTY, TEXAS**

**PROJECT:** IFB 2021-B09 - US 290 WEST AT HENLY LOOP **CONTRACTOR:** \_\_\_\_\_

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
49	0666-6192	REFL PAV MRK TY II (W) (WORD)	6	EA		\$ -
50	0672-6007	REFL PAV MRKR TY I-C	32	EA		\$ -
51	0672-6009	REFL PAV MRKR TY II-A-A	22	EA		\$ -
52	0677-6001	ELIM EXT PAV MRK & MRKS (4")	650	LF		\$ -
53	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	120	DAY		\$ -
54	6185-6002	TMA (STATIONARY)	20	DAY		\$ -
55	6185-6002	TMA (MOBILE OPERATION)	2	DAY		\$ -

**TOTAL AMOUNT OF BID**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents \$ \_\_\_\_\_ -

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

**Acknowledgment of Addenda**

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## **Certificate of Interested Parties**

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

With regard to Hays County purchases, a vendor that is awarded a contract or purchase approved by Hays County Commissioner's Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and submit a signed and notarized copy of the form to the County. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

**OFFICE USE ONLY**

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

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

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

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

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

## CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# Hays County Practices Related to Historically Underutilized Businesses

## 1. STATEMENT OF PRACTICES

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

## 2. DEFINITIONS

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

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

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

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

## 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date



# Hays County House Bill 89 Verification

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

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

NOTARY SEAL

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

## Hays County Purchasing Department Senate Bill 252 Certification

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

## Vendor References

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

REFERENCE ONE
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE TWO
---------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

REFERENCE THREE
-----------------

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Scope & Duration of Contract: \_\_\_\_\_

## Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

\_\_\_\_\_ Does not own taxable property in Hays County, or;

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

\_\_\_\_\_  
Name of Contracting Company

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

\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

# Related Party Disclosure Form



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

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

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

<u>Section A: Current Hays County Employee</u>	
Employee Name	Title

<u>Section B: Former Hays County Employee</u>		
Employee Name	Title	Date of Separation from County

<u>Section C: Person Related to Current or Former Hays County Employee</u>		
Employee or Former Employee Name	Title	
Name of Related Person	Title	Relationship

<u>Section D: No Known Relationships</u>
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

<sup>(1)</sup>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*
<b>Person</b>	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

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

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

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

# DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;

(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and

(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

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

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of \_\_\_\_\_, 20\_\_\_\_, on behalf of said Firm.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

## **CHILD SUPPORT STATEMENT**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.



# State of Texas Child Support Business Ownership Form

County: \_\_\_\_\_

Project Name: \_\_\_\_\_

TxDOT CSJ: \_\_\_\_\_

LG Project Number: \_\_\_\_\_

Business Entity Submitting Bid: \_\_\_\_\_

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

(  ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Enter Local Government Name. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

IF THIS PROJECT IS A JOINT VENTURE,  
ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## FHWA 1273 CERTIFICATION

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

YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized Signature:

Printed Name and Title:

Respondent's Tax ID:

Telephone:

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

## Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

YES \_\_\_\_\_ NO \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Respondent’s Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

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



**SECTION 5**  
**STANDARD FORM OF CONTRACT**

## STANDARD FORM OF CONTRACT

### STATE OF TEXAS

### HAYS COUNTY

**THIS STANDARD FORM OF CONTRACT** (the “Contract”) is by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called “County”) and \_\_\_\_\_ (hereinafter called “Contractor”).

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

#### **Article 1. Work**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The “Project” is generally described as follows:

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

#### **Article 2. Engineer of Record**

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

#### **Article 3. Contract Time**

The Work shall be Substantially Completed in 185 calendar days (the “Contract Time”). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

#### **Article 4. Contract Price**

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

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

TOTAL OF ALL UNIT PRICES \_\_\_\_\_ \$ \_\_\_\_\_ (dollars)  
 (insert words)

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

#### **Article 5. Contractor's Representations**

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

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

**Article 6. Contract Documents**

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

- 6.1 This Standard Form of Contract
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 Standard Specifications
- 6.8 Special Provisions
- 6.9 Special Conditions
- 6.10 Technical Specifications
- 6.11 Plan Drawings
- 6.12 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive
- 6.13 Contractor’s Bid Form
- 6.14 Documentation submitted by Contractor prior to Notice of Award.
- 6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

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

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

**Article 7. Miscellaneous**

- 7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

- 7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.
- 7.9 Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the “Effective Date” of the Contract).

COUNTY\_\_\_\_\_

CONTRACTOR\_\_\_\_\_

By: \_\_\_\_\_  
Ruben Becerra,  
Hays County Judge

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_



**SECTION 6  
WAGE RATES**

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated **01-01-2021** and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed herein and not in the USDOL's general decision, must be submitted to the Engineer for approval. **IMPORTANT NOTICE FOR STATE PROJECTS:** only the controlling wage rate zone applies to the contract. Effective 01-01-2021.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 <small>*(TX20210002)</small>	ZONE TX03 <small>*(TX20210003)</small>	ZONE TX04 <small>*(TX20210004)</small>	ZONE TX05 <small>*(TX20210005)</small>	ZONE TX06 <small>*(TX20210006)</small>	ZONE TX07 <small>*(TX20210007)</small>	ZONE TX08 <small>*(TX20210008)</small>	ZONE TX24 <small>*(TX20210024)</small>	ZONE TX25 <small>*(TX20210025)</small>	ZONE TX27 <small>*(TX20210027)</small>	ZONE TX28 <small>*(TX20210028)</small>	ZONE TX29 <small>*(TX20210029)</small>	ZONE TX30 <small>*(TX20210030)</small>	ZONE TX37 <small>*(TX20210037)</small>	ZONE TX38 <small>*(TX20210038)</small>	ZONE TX42 <small>*(TX20210042)</small>
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34					\$11.71
1333	Concrete Saw Operator				\$14.67					\$14.48	\$17.33						\$13.99
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				\$20.52		\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67	\$17.19		\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52	\$17.04		\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1150	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03	\$8.81	\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
1360	Foundation Drill Operator, Crawler Mounted				\$17.99					\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05	\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE
		TX02 *(TX20210002)	TX03 *(TX20210003)	TX04 *(TX20210004)	TX05 *(TX20210005)	TX06 *(TX20210006)	TX07 *(TX20210007)	TX08 *(TX20210008)	TX24 *(TX20210024)	TX25 *(TX20210025)	TX27 *(TX20210027)	TX28 *(TX20210028)	TX29 *(TX20210029)	TX30 *(TX202210030)	TX37 *(TX20210037)	TX38 *(TX20210038)	TX42 *(TX20210042)
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90
1187	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures					\$21.29	\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver																\$14.95
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68		\$11.71	\$11.95	\$11.50	
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76

Notes:

\*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY  
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	28	Donley	37	Karnes	27	Reagan	37
Andrews	37	Duval	30	Kaufman	25	Real	37
Angelina	28	Eastland	37	Kendall	7	Red River	28
Aransas	29	Ector	2	Kenedy	30	Reeves	8
Archer	25	Edwards	8	Kent	37	Refugio	27
Armstrong	2	El Paso	24	Kerr	27	Roberts	37
Atascosa	7	Ellis	25	Kimble	37	Robertson	7
Austin	38	Erath	28	King	37	Rockwall	25
Bailey	37	Falls	28	Kinney	8	Runnels	37
Bandera	7	Fannin	28	Kleberg	27	Rusk	4
Bastrop	7	Fayette	27	Knox	37	Sabine	28
Baylor	37	Fisher	37	Lamar	28	San Augustine	28
Bee	27	Floyd	37	Lamb	37	San Jacinto	38
Bell	7	Foard	37	Lampasas	7	San Patricio	29
Bexar	7	Fort Bend	38	LaSalle	30	San Saba	37
Blanco	27	Franklin	28	Lavaca	27	Schleicher	37
Borden	37	Freestone	28	Lee	27	Scurry	37
Bosque	28	Frio	27	Leon	28	Shackelford	37
Bowie	4	Gaines	37	Liberty	38	Shelby	28
Brazoria	38	Galveston	38	Limestone	28	Sherman	37
Brazos	7	Garza	37	Lipscomb	37	Smith	4
Brewster	8	Gillespie	27	Live Oak	27	Somervell	28
Briscoe	37	Glasscock	37	Llano	27	Starr	30
Brooks	30	Goliad	29	Loving	37	Stephens	37
Brown	37	Gonzales	27	Lubbock	2	Sterling	37
Burleson	7	Gray	37	Lynn	37	Stonewall	37
Burnet	27	Grayson	25	Madison	28	Sutton	8
Caldwell	7	Gregg	4	Marion	28	Swisher	37
Calhoun	29	Grimes	28	Martin	37	Tarrant	25
Callahan	25	Guadalupe	7	Mason	27	Taylor	2
Cameron	3	Hale	37	Matagorda	27	Terrell	8
Camp	28	Hall	37	Maverick	30	Terry	37
Carson	2	Hamilton	28	McCulloch	37	Throckmorton	37
Cass	28	Hansford	37	McLennan	7	Titus	28
Castro	37	Hardeman	37	McMullen	30	Tom Green	2
Chambers	38	Hardin	38	Medina	7	Travis	7
Cherokee	28	Harris	38	Menard	37	Trinity	28
Childress	37	Harrison	42	Midland	2	Tyler	28
Clay	25	Hartley	37	Milam	28	Upshur	4
Cochran	37	Haskell	37	Mills	37	Upton	37
Coke	37	Hays	7	Mitchell	37	Uvalde	30
Coleman	37	Hemphill	37	Montague	37	Val Verde	8
Collin	25	Henderson	28	Montgomery	38	Van Zandt	28
Collingsworth	37	Hidalgo	3	Moore	37	Victoria	6
Colorado	27	Hill	28	Morris	28	Walker	28
Comal	7	Hockley	37	Motley	37	Waller	38
Comanche	37	Hood	28	Nacogdoches	28	Ward	37
Concho	37	Hopkins	28	Navarro	28	Washington	28
Cooke	37	Houston	28	Newton	28	Webb	3
Coryell	7	Howard	37	Nolan	37	Wharton	27
Cottle	37	Hudspeth	8	Nueces	29	Wheeler	37
Crane	37	Hunt	25	Ochiltree	37	Wichita	5
Crockett	8	Hutchinson	37	Oldham	37	Wilbarger	37
Crosby	2	Irion	2	Orange	38	Willacy	30
Culberson	8	Jack	28	Palo Pinto	28	Williamson	7
Dallam	37	Jackson	27	Panola	28	Wilson	7
Dallas	25	Jasper	28	Parker	25	Winkler	37
Dawson	37	Jeff Davis	8	Parmer	37	Wise	25
Deaf Smith	37	Jefferson	38	Pecos	8	Wood	28
Delta	25	Jim Hogg	30	Polk	28	Yoakum	37
Denton	25	Jim Wells	27	Potter	2	Young	37
DeWitt	27	Johnson	25	Presidio	8	Zapata	30
Dickens	37	Jones	25	Rains	28	Zavala	30
Dimmit	30			Randall	2		

**SECTION 7**  
**PERFORMANCE BOND**

**PERFORMANCE BOND**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_

County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal,  
and

\_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Hays County (County), in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ (the "Agreement"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
SIGNATURE OF LICENSED LOCAL  
RECORDING AGENT appointed to countersign  
on behalf of Surety (Required by Art. 21.09 of the  
Insurance Code)

\*\*\*\*\*

I, \_\_\_\_\_, having executed Bonds  
SIGNATURE

for \_\_\_\_\_ do hereby affirm I have  
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

**SECTION 8  
PAYMENT BOND**



**PAYMENT BOND**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ of the City of \_\_\_\_\_

County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal  
(hereinafter referred to as the "Principal"), and

\_\_\_\_\_ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hays County, (hereinafter referred to as the "County"), in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

\_\_\_\_\_

\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
SIGNATURE OF LICENSED LOCAL  
RECORDING AGENT appointed to countersign  
on behalf of Surety (Required by Art. 21.09 of the  
Insurance Code)

**SECTION 9  
CERTIFICATE OF INSURANCE**

**CERTIFICATE OF INSURANCE**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
 \_\_\_\_\_ Project No.: \_\_\_\_\_  
 (COUNTY) \_\_\_\_\_  
 \_\_\_\_\_ Type of \_\_\_\_\_  
 \_\_\_\_\_ Project: \_\_\_\_\_  
 (ADDRESS) \_\_\_\_\_

THIS IS TO CERTIFY THAT \_\_\_\_\_  
 (Name and address of insured)

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

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

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

Locations Covered: \_\_\_\_\_

Descriptions of Operations Covered: \_\_\_\_\_

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

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

\_\_\_\_\_  
 (Name of Insurer)

By: \_\_\_\_\_

Phone No. ( ) \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 10**  
**GENERAL CONDITIONS**

## **General Conditions**

THE CONTRACT GENERAL CONDITIONS SHALL BE AS SET FORTH IN THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014, INCLUSIVE OF ITEMS 1L – 9L GENERAL REQUIREMENTS AND COVENANTS, AND APPLICABLE SPECIAL PROVISIONS (SEE SECTION 13 TECHNICAL SPECIFICATIONS).

**SECTION 11**  
**SPECIAL CONDITIONS**

## Table of Contents

<u>I.</u>	<u>County</u>
<u>II.</u>	<u>Program Manager</u>
<u>III.</u>	<u>General Engineering Consultant (GEC)</u>
<u>IV.</u>	<u>The Construction Inspector</u>
<u>V.</u>	<u>Engineer of Record</u>
<u>VI.</u>	<u>Insurance</u>
<u>VII.</u>	<u>Record ("As-Built") Drawings</u>
<u>VIII.</u>	<u>Limit of Financial Resources</u>
<u>IX.</u>	<u>Limits of Work and Payment</u>
<u>X.</u>	<u>State Sales Tax</u>
<u>XI.</u>	<u>Completion of Work on Time</u>
<u>XII.</u>	<u>Layout and Construction Stakes</u>
<u>XIII.</u>	<u>Safety</u>
<u>XIV.</u>	<u>Maintenance Bond Term &amp; Amount - OMITTED</u>
<u>XV.</u>	<u>Safety Restrictions - Work Near High Voltage Lines</u>
<u>XVI.</u>	<u>Erosion Control</u>
<u>XVII.</u>	<u>Discovery of Hazardous Materials</u>
<u>XVIII.</u>	<u>Submittals – Certificate of Compliance</u>
<u>XIX.</u>	<u>Unavailability of Materials</u>
<u>XX.</u>	<u>Traffic Control</u>
<u>XXI.</u>	<u>Temporary Traffic Handling Devices</u>
<u>XXII.</u>	<u>Roadway Signs</u>
<u>XXIII.</u>	<u>Project Signs</u>
<u>XXIV.</u>	<u>Permits</u>
<u>XXV.</u>	<u>Landscape Restoration</u>
<u>XXVI.</u>	<u>Existing Fencing</u>
<u>XXVII.</u>	<u>Easements</u>
<u>XXVIII.</u>	<u>Limits of Contractor's Operation</u>
<u>XXIX.</u>	<u>Maintenance of Pedestrian Walkways</u>
<u>XXX.</u>	<u>Spoil</u>
<u>XXXI.</u>	<u>Materials Testing</u>
<u>XXXII.</u>	<u>Pre-Construction Conference</u>
<u>XXXIII.</u>	<u>Weight Tickets</u>
<u>XXXIV.</u>	<u>Confined Space Entry Program</u>
<u>XXXV.</u>	<u>Tree and Plant Protection</u>
<u>XXXVI.</u>	<u>Prosecution and Progress</u>
<u>XXXVII.</u>	<u>Sanitary Provisions</u>
<u>XXXVIII.</u>	<u>Work Near Railroads</u>



## SPECIAL CONDITIONS

### I. County

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

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

### II. Program Manager

**HNTB Corporation** is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

### III. General Engineering Consultant (GEC)

**HNTB Corporation** is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

### IV. The Construction Inspector

**BGE** is the "Construction Inspector" referred to herein and in the Contract Documents. The Construction Inspector will be responsible for performing construction engineering and inspection services on the Project.

### V. Engineer of Record

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

### VI. Insurance

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

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

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

- (a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than \$500,000 for each accident, \$500,000 disease--each employee, \$500,000 disease-policy limit.
- (b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

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

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

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

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

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

#### Policy Endorsements and Special Conditions

- (a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
  - (1) name the County, the Program Manager/GEC, the County's Representatives, the Construction Inspector and the Engineer of Record as an additional insured to all applicable coverage;
  - (2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
  - (3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
  - (4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
  - (5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
  - (6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- (b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
  - (1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
  - (2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
  - (3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- (c) Contractor agrees to the following:
  - (1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
  - (2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

- (3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and
- (4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

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

#### **VII. Record ("As-Built") Drawings**

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

#### **VIII. Limit of Financial Resources**

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

#### **IX. Limits of Work and Payment**

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

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

#### **X. State Sales Tax**

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

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

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

#### **XI. Completion of Work on Time**

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

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **185** calendar days. This separate time period shall be for completion of the Punch List, as set forth in Item 5L Control of Work of the Contract, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth in Special Provision 008-HC01 under Article 8.7, Default of Contract. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

#### **XII. Layout and Construction Stakes**

All construction staking shall be performed by the Contractor at the Contractor's expense.

The Contractor shall coordinate with design engineer to identify all necessary elements for station development as well as identify the trees, shrubs, and grass areas designated to remain within the construction limits to prevent damage to these items.

**XIII. Safety**

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

**XIV. Maintenance Bond Term & Amount - OMITTED**

No Maintenance Bond is required.

**XV. Safety Restrictions - Work Near High Voltage Lines**

The following procedures shall be followed for work near high voltage lines on the Project.

- (a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".
- (b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.
- (c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.
- (d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

**XVI. Erosion Control**

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the

Project construction. Upon completion of construction and before the Construction Inspector issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Inspector shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

**XVII. Discovery of Hazardous Materials**

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

**XVIII. Submittals – Certificate of Compliance**

The Contractor shall submit to the Construction Inspector a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

**XIX. Unavailability of Materials**

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

**XX. Traffic Control**

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

The Contractor shall coordinate with other contractors working in the area.

**XXI. Temporary Traffic Handling Devices**

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Inspector.

The Construction Inspector shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.



**XXII. Roadway Signs**

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

**XXIII. Project Signs**

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering to include: Hays County / TxDOT Partnership Program with the Hays County Seal, the Project's name, and a brief description relating to the estimated date of completion, contact phone number, website address and the appropriate Hays County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling". Proofs of sign shall be submitted to the Inspector for approval prior to fabrication.

**XXIV. Permits**

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

**XXV. Landscape Restoration**

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

**XXVI. Existing Fencing**

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

**XXVII. Easements**

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

**XXVIII. Limits of Contractor's Operation**

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

**XXIX. Maintenance of Pedestrian Walkways**

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

**XXX. Spoil**

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Inspector. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

**XXXI. Materials Testing**

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Inspector in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A. The cost of such tests will be incurred by the County and coordinated by the Construction Inspector through funds made available to the Construction Inspector

under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Inspector shall furnish for review by the GEC, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Inspector will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of inspection staffing, materials handling and construction procedures, calibration and maintenance of equipment, production process control, and testing deemed necessary to assure quality as specified by the Contract Documents.

#### **XXXII. Pre-Construction Conference**

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

#### **XXXIII. Weight Tickets**

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

#### **XXXIV. Confined Space Entry Program**

It shall be the responsibility of the Contractor to implement and maintain a variable “Confined Space Entry Program” which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as “permit required confined spaces”. Contractors shall submit an acceptable “Confined Space Entry Program” for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

#### **XXXV. Tree and Plant Protection**

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Inspector, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above

existing grade level to determine cross section area in square inches. Assessment for damage will be \$27.00 per square inch.

**Shrubs and Grass Areas:** An initial fine of \$1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of \$8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Inspector shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

**Materials:** Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

**Protection:** The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

- (1) Compaction of root area by equipment, vehicles or material storage;
- (2) Trunk damage by moving equipment material storage, nailing or bolting;
- (3) Strangling by tying ropes or guy wires to trunks or large branches;
- (4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
- (5) Cutting of roots by excavating or ditching;
- (6) Damage of branches by improper pruning;
- (7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
- (8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
- (9) Do not cut roots 1-1/2" in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

**Maintenance:**

- (1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
- (2) Pruning will be performed by County.

**XXXVI. Prosecution and Progress**

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

- (1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
- (2) Assure coordination of the efforts of the Contractor, County, Program Manager/GEC, Construction Inspector, utilities and others that may be involved in the Project;
- (3) Assist the Contractor, County, Program Manager/GEC and Construction Inspector in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
- (4) Assist the County, Program Manager/GEC and Construction Inspector in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

- (1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Inspector or Program Manager/GEC.
- (2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager/GEC, or Construction Inspector; concise description of the Work represented by the activity; and activity durations

in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager/GEC or Construction Inspector. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type. This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

“Total float” is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project's completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule on diskette or CD-ROM.

The schedule shall encompass the time from the start of the Contract Time to the

Project's Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

- (3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Inspector or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

- (4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Construction Inspector or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:
  - a) Electronic copy of the updated schedule including revisions and changes on diskette or CD-ROM or other storage media.
  - b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.

- (5) Project Schedule Revisions. If the Contractor desires to make major changes in the

Project Schedule, the Contractor shall notify the County or Construction Inspector in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Inspector.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

- (6) Time Impact Analysis. The Contractor shall notify the County or Construction Inspector when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Inspector by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Inspector a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any



changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Inspector the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Inspector may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Inspector or Program Manager/GEC shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

### **XXXVII. Sanitary Provisions**

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

### **XXXVIII. Work Near Railroads**

#### **(A) General.**

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing

work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

(B) Temporary Crossings.

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic. Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

**SECTION 12**  
**GENERAL NOTES**

**GENERAL NOTES: Version: March 10, 2021**

Item	Description	**Rate
**204	<b>Sprinkling</b> (Dust) (Item 132) (Item 247)	30 GAL/CY 30 GAL/CY 30 GAL/CY
**210	<b>Rolling (Flat Wheel)</b> (Item 247) (Item 316)	1 HR/200 TON 1 HR/6000 SY
**210	<b>Rolling (Tamping and Heavy Tamping)</b>	1 HR/200 CY
**210	<b>Rolling (Lt Pneumatic Tire)</b> (Item 132) (Item 247) (Item 316 - Seal Coat) (Item 316 - Two Course)	1 HR/500 CY 1 HR/200 TON 1 HR/6000 SY 1 HR/3000 SY
247	<b>Flexible Base (CMP IN PLC)</b>	132 LB/CF
310	<b>Prime Coat</b>	0.20 GAL/SY
314	<b>Emulsified Asphalt Treatment (SS-1 or MS-2)</b>	0.30 GAL/SY
316	<b>Underseals Asphalts (Multi Option)</b>	0.20 GAL/SY
	<b>Surface Treatments</b>	
	<b>Seal Coat</b>	
	<b>Grade 4</b>	
	Asphalt	0.38 GAL/SY
	Aggregate	1 CY/120 SY
	<b>Grade 5</b>	
	Asphalt	0.32 GAL/SY
	Aggregate	1 CY/150 SY
	<b>Two Course Surface Treatment</b>	
	Asphalt 1st Application	0.28 GAL/SY
	Asphalt 2nd Application	0.24 GAL/SY
	Aggregate 1st Application Grade 4	1 CY/110 SY
	Aggregate 2nd Application Grade 4	1 CY/130 SY
340/3078,341/3076, 344/3077	<b>Dense-Graded Hot-Mix Asphalt and Superpave</b>	110 LB/SY/IN
342/3079	<b>Permeable Friction Course (PFC)</b> Aggregate Asphalt	84.6 LB/SY/IN 5.4 LB/SY/IN
346/3080	<b>Stone-Matrix Asphalt</b>	113 LB/SY/IN
347/3081	<b>Thin Overlay Mixtures (TOM) - Surface</b> Asphalt Aggregate (SAC B) Aggregate (SAC A)	7.0 LB/SY/IN 106.0 LB/SY/IN 109.0LB/SY/IN
350	<b>Microsurfacing</b>	25 LB/SY
3066/3084	<b>Bonding Course</b>	0.09 GAL/SY
3067/3085	<b>UnderSeal Course</b>	0.20 GAL/SY
	<b>Tack Coat</b>	0.08 GAL/SY

\*\* For Informational Purposes Only

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

## **GENERAL**

Contractor questions on this project are to be addressed to Hays County Purchasing via email [purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us). Contractor questions will be accepted through email only.

Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents.

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

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

The roadbed will be free of organic material prior to placing any section of the pavement structure.

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

Provide a smooth, clean sawcut along the existing asphalt or concrete pavement structure, as directed. Consider subsidiary to the pertinent Items.

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

## **ITEM 2 – INSTRUCTIONS TO BIDDERS**

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the Contract at locations that have not yet been determined.

## **ITEM 5 – CONTROL OF THE WORK**

Place construction stakes at intervals of no more than 100 ft. This work is subsidiary.

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

### **Electronic Shop Drawing Submittals:**

Submit electronic shop drawing submittals to the Engineer.

### **Cooperating with Joint Bid Utilities**

The Engineer will designate a utility inspector at the pre-construction meeting. All durations exclude utility owner holidays.

Provide a complete package of information for all resubmittals. Submit each item and individual components of that item under separate cover.

Prior to submitting a RFI, meet and discuss with TxDOT and the utility inspector. Include a proposed solution, existing and proposed line elevations, and redline of proposed changes with the RFI. Make note of adjacent utilities in the RFI if it includes relocation of a line. Submit RFIs via email to Hays County and the utility inspector.

Complete pre-testing and have the utility inspector verify prior to formal testing and inspection. Submit email to Hays County and the utility inspector requesting a formal test and inspection 14 calendar days before the test date. Pay retest fees directly to utility owner at current rates.

Submit an email to the utility inspector identifying the lines, valves, location, and date of shut offs or limited service 21 calendar days before for all lines and 60 calendar days before for water lines 24 in. or greater. The utility owner will conduct a test shut off before actual shut off. Do not shut off power or water lines 24 in. or greater between June 1<sup>st</sup> and August 31<sup>st</sup>. Provide a verbal notification 7 calendar days and written notification 72 hours before impact to service to all customers.

Provide an electronic pdf of as-builts within 28 calendar days of a line becoming active. Include GPS coordinates of items not installed per original plans including meters, manholes, valves, bends, and fire hydrant locations in the as-builts. Include limits of encasements such as steel and flowable fill. Include final version of RFI's and revised plan sheets.

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

### **Alignment and Profile**

Unless shown in the plans, profile and alignment data for roadways being overlaid or widened are for design verification only. Provide survey and construct the roadway in accordance with the typical section. Bid items and data may be provided to adjust cross slope and super elevations.

### **ITEM 6 - CONTROL OF MATERIALS**

Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

For structures with paint containing hazardous materials, provide locations of paint removal 60 days prior to begin removal.

For removal, tie, or tap of asbestos concrete (AC) pipe, contact TxDOT and the local utility company 60 days prior to performing the work. Expose the AC pipe to provide a minimum of 1 ft. of clearance around the top and sides. A minimal amount of soil may remain around the AC pipe to avoid disturbance. The local utility company will be responsible for the demo notice to DSHS and removal of the AC pipe. Tie or tap into existing AC pipe may require removing an entire section of pipe from collar to collar and replacement of pipe with new pipe using existing bid items.

### **ITEM 7 - LEGAL RELATIONS AND RESPONSIBILITIES**

TxDOT will coordinate with TDLR regarding pedestrian elements and sidewalks. The contractor will procure and provide all permits, licenses, and inspections; pay all charges, fees, and taxes regarding TDLR rules governing industrialized housing and buildings.

Roadway closures during key dates and/or special events are prohibited. See notes for Item 502 for the key dates and/or special events.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

**PSL in Edwards Aquifer Recharge and Contributing Zone.**

Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed SW3P sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL.

**PSL in USACE Jurisdictional Area.**

Do not initiate activities in a PSL associated with a U.S. Army Corps of Engineers (USACE) jurisdictional area that have not been previously evaluated by the USACE as part of the permit review of this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here means materials are delivered to or from the PSL. The jurisdictional area includes all waters of the U.S. including wetlands or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. Consult with the USACE regarding activities, including PSLs that have not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.** When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
  - a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
  - b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;



- c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.
2. **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
  - a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
  - b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

### **Migratory Birds and Bats.**

Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to TxDOT 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

### **Tree and Brush Trimming and Removal.**

Work will be conducted September 16 thru February 28. Work conducted outside this timeframe will require a bird survey. Submit a survey request to TxDOT 30 business days prior to begin work.

No extension of time or compensation will be granted for a delay or suspension due to the above bird, bat and tree/brush requirements.

### **Law Enforcement Personnel.**

Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

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

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

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

#### **Back Up Alarm.**

For hours 9 P to 5 A, utilize a non-intrusive, self-adjusting noise level reverse signal alarm. This is not applicable to hotmix or seal coat operations. This is subsidiary.

#### **ITEM 8 – PROSECUTION AND PROGRESS**

Electronic versions of schedules will be saved in Primavera P6 format.

Working days will be charged in accordance with 8.3.1.4, "Standard Workweek."

#### **ITEM 100 - PREPARING RIGHT OF WAY**

Prep ROW must not begin until accessible trees designated for preservation have been protected, items listed in the EPIC have been addressed, and SW3P controls installed in accessible areas.

Backfill material will be Type B Embankment using ordinary compaction.

Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush.

Unless shown otherwise in the plans or a designated non-mow area, perform trimming or removal for areas within 30 ft. of edge of pavement under construction. Trim or remove to provide minimum of 5 ft. of horizontal clearance and 7 ft. of vertical clearance for the following: sidewalks, paths, guard fence, rails, signs, object markers, and structures. Trim to provide a minimum of 14 ft. vertical clearance under all trees. This work is subsidiary.

#### **ITEM 110 – EXCAVATION**

The Engineer will define unsuitable material.

#### **ITEM 132 – ALL EMBANKMENT**

At no time will the retaining wall backfill material exceed the adjacent embankment operation by more than one lift. At no time will the embankment adjacent to the retaining wall backfill exceed the wall backfill by any elevation. Embankment placed over the area of MSE backfill must meet the same backfill requirements for the type specified under Item 423.

The Engineer will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6 in. below existing grade. Embankment areas will be inspected prior to beginning work.

Rock or broken concrete produced by the project is allowed in earth embankments. The size of the rock or broken concrete will not exceed the layer thickness requirements in Section 132.3.4., "Compaction Methods." The material will not be placed vertically within 5 ft. of the finished subgrade elevation.

Embankment placed vertically within 5 ft. of the finished subgrade elevation or within the edges of the subgrade and treated with lime, cement, or other calcium based additives must have a sulfate content less than 3000 ppm. Allow 5 business days for testing. Treatment of sulfate material 3000 ppm to 7000 ppm requires 7 days of mellowing and continuous water curing, in accordance TxDOT guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures (9/2005). Material over 7000 ppm is not allowed.

**ITEM 132 – EMBANKMENT TY C**

Do not furnish shale clays. The Engineer must approve the embankment material before use on the project. Existing material from within the project limits or approved by the engineer may be used vertically beyond 5 ft. of the finished subgrade elevation or beyond the edge of the subgrade.

Furnish embankment with sulfate content less than 3000 ppm if treated with calcium-based chemicals or within 5 ft. of the finished subgrade elevation.

**TY C Requirements**

<b>Percent Passing</b>	<b>LL</b>	<b>PI</b>	<b>PI</b>
<b>3"</b>	<b>Max</b>	<b>Max</b>	<b>Min</b>
100	55	20	6

**TY C1 and C2 Requirements**

<b>Description</b>	<b>Percent Retained</b>					<b>LL</b>	<b>PI</b>	<b>PI</b>
	<b>3"</b>	<b>1 3/4"</b>	<b>3/8"</b>	<b>#4</b>	<b>#40</b>			
Embankment (Ordinary) (TY C1)	0	0-10	-	45-75	60-85	45	20	6
Embankment (Ordinary) (TY C2)	-	-	0	30-75	50-85	55	25	8

**ITEM 160 - TOPSOIL**

Off-site topsoil will have a minimum PI of 25.

No Sandy Loam allowed.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources. Construct topsoil stockpiles of no more than five (5) feet in height.

It is permissible to use topsoil dikes for erosion control berms within the right of way, as directed.

Seed or track slopes within 14 days of placement.

Salvage topsoil from sites of excavation and embankment. Maximum salvage depth is 6 inches.

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

Windrowing of topsoil obtained from the Right of Way (ROW) is not allowed.

**ITEM 161 - COMPOST**

Furnish and install a 4 inches layer of Compost Manufactured Topsoil (CMT) (BOS, BIP, or PB). Maximum salvage depth is 3 inches.

**ITEM 168 – VEGETATIVE WATERING**

Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until final acceptance.

Vegetative watering rates and quantities are based on ¼ inch of watering per week over a 3-month watering cycle. The actual rates used and paid for will be as directed and will be based on prevailing weather conditions to maintain the seedbed.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

**ITEM 247 - FLEXIBLE BASE**

The lift thickness will be 4" to 6" unless shown in the plans. When compacted in multiple lifts, the density of the bottom and middle lifts will be 95% and 98% of the maximum dry density, respectively.

Correction of subgrade soft spots is subsidiary.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.

Do not use a vibratory roller to compact the material directly over a box culvert.

**ITEM 316 – SEAL COAT**

Ensure that all underseals are covered by HMA CP before exposing to traffic for roadways listed in Table 1 of Item 502 or ADT greater than 5,000.

Aggregates (Multi Option) for seal coats not exposed to traffic and underseals shall be Type E, PA, PB, A or B. The Grade shall range between 4 and 5.

Use a medium pneumatic roller in accordance with Item 210.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

Remove and dispose of off the ROW the audible/profile markings, reflectorized markings, and raised markers. Blade pavement edges to remove vegetation. Any areas with excessive asphalt or

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

aggregate will be removed. Continue sweeping excess aggregate off the roadway, riprap, and shoulder up to two weeks after completing the work. This work is subsidiary.

**ITEM 340/3078 THRU 348/3082 - HOT-MIX ASPHALT PAVEMENT**

Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.

Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Install a butt joint with 24 in. H: 1 in. V transition from the new ACP to a driveway, pullout or intersection. Saw cut the existing pavement at the butt joints. This work is subsidiary.

Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.

Prior to milling, core the existing pavement to verify thickness. This work is subsidiary.

Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a JMF before production of the new JMF.

Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar. Provide a minimum transition of 10' for intersections, 10' for commercial driveways, and 6' for residential driveways unless otherwise shown on the plans.

Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire subplot if the irregularities are greater than 40% of the subplot area.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same mix, the QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

No RAS is allowed in surface courses.

Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.

The Hamburg Wheel Test will have a minimum rut depth of 3mm.

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

### **ITEM 340/3078 & 341/3076 - DENSE-GRADED HOT-MIX ASPHALT**

Use the SGC for design and production testing of all mixtures. Design all Dense-Graded Type D mixtures as a surface mix, maximum 15% RAP and no RAS.

When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

### **ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES**

Unless shown on the plans, the following backfill will apply to cutting and restoring flexible pavement. Backfill with cement-stabilized backfill. The cement-stabilized backfill is subsidiary. Cap the backfill with Type B hot-mix to a depth equal to the adjacent hot-mix. At locations where the backfill surface is final, place 1-1/2 in. Type D for the surface. The minimum hot-mix depth will be 4 in.

Saw-cut the pavement at the edge of the excavation. This work is subsidiary.

Backfill the bridge ends in accordance with the limits shown on TxDOT "CSAB" Standard. Use material in accordance with "CSAB" or Item 423, Type BS. The "CSAB" optional bond breaker materials are allowed. This work is subsidiary.

### **ITEM 420 - CONCRETE SUBSTRUCTURES**

Do not use PMDF in areas where a "Free Joint" is indicated in the plans.

Check the sign plans for locations of clearance signs and brackets on structures, which will require inserts in the pre-stressed beams.

Where Retaining Walls are integral parts of the abutment header, do not place the abutment cap prior to backfilling the wall and the abutment area up to the elevation of the bottom of the abutment cap.

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

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

### **ITEM 432 - RIPRAP**

Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans or in the pay items. Mow strip for cable barrier may be placed monolithically with the barrier foundations if using concrete in accordance with Item 543. Fiber reinforcement is not allowed except in mow strip for cable barrier if foundation and mow strip are placed monolithically.

Saw-cut existing riprap then epoxy 12 in. long No. 3 or No. 4 bars 6 in. deep at a maximum spacing of 18 in. in each direction to tie new riprap to existing riprap. This work is subsidiary.

For cement-stabilized riprap, provide Type A Grade 5 flexible base. Compressive strengths for Item 247 are waived.

SGT approach taper, paid using mow strip item, shall be installed using concrete, flexible base coated with SS-1 at a rate of 0.12 GAL/SY, or HMA Type B/C/D. Placement shall be ordinary compaction and does not require placement using an asphalt paver.

**ITEM 466 - HEADWALLS AND WINGWALLS**

Remove all loose formwork and materials from the waterway at the end of each work week or prior to a rain event. Debris that falls into the waterway must be removed at the end of each work day. Upon completion of the structure, stencil the National Bridge Inventory (NBI) number (structure number) using black paint and 4 in. tall numbers at 4 locations designated by TxDOT. This work is subsidiary.

**ITEM 467 - SAFETY END TREATMENT**

Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all metal field cuts or exposed reinforcement with asphalt paint.

**ITEM 496 - REMOVING STRUCTURES**

Submit a demolition plan to the Engineer. Have the plan signed and sealed by a licensed professional engineer when the structure will continue to accommodate traffic after removal has begun and the removal impacts any part of the structure below the deck or riding surface. If applicable, the plan must detail requirements for meeting the U.S. Army Corps of Engineers' Section 404 Permit. The demolition plan must detail handling of roadway and waterway traffic. Waterway traffic must be maintained at all times unless a closure is approved by the Engineer.

No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event.

**ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING**

Table 1

Roadway	Limits	Allowable Closure Time
All	All (Full Closure, see allowable work below)	11 P to 4 A

Table 2

Roadway	Limits	Allowable Closure Time
All	All	11 P to 4 A

Table 3 (Mobile Operations)

Roadway	Allowable Sun Night thru Fri Noon	Allowable Sat thru Sun Morn
Outside Austin City Limits	9 A to 3 P and 7 P to 7 A	6 P to 11 A

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

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

Full closures only allowed Friday night thru Monday morning for bridge beam installation, bridge demolition, or OSB truss removal/installation. Full closures only allowed for roadways with frontage roads or if a designated detour route is provided in the plans.

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

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal.

Provide 2 hour notice prior to implementation and immediately upon removal of the closure.

For roadways listed in Table 1: Submit the request 96 hours prior to implementation.

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

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

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

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

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to



traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

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

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

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

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

Two months of barricades will be paid per work order location. The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

#### **ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS**

Install, maintain, remove erosion, sedimentation and environmental control measures in areas of the right of way utilized by the contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Consider the SW3P for this project to consist of the following items, as directed:

Temporary Sediment Control Fence, Rock Filter Dams, Construction Exits, and Earthwork for Erosion and Sediment Control.

#### **ITEM 533 – MILLED RUMBLE STRIPS**

If surface is a seal coat, rumble strips shall be installed prior to placing the seal coat.

For edge line rumble strips: Use Option 1 for shoulder width equal to or less than 2 ft. Use Option 3 for shoulder width greater than 2 ft. but less than 4 ft. Use Option 4 for shoulder width equal to or greater than 4 ft.

#### **ITEM 538 – RIGHT OF WAY MARKERS**

Place order through the Engineer for Right of Way (ROW) markers at least two weeks prior to installing ROW markers to insure available stock at the Department Warehouse.

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

#### **ITEM 545 - CRASH CUSHION ATTENUATORS**

Use a coring machine or saw cut to remove the mounting hardware/bolts from the existing pavement. Cutting the hardware flush with the surface is not allowed. Refill voids in accordance with the pavement specification. This work is subsidiary.

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

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

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

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

#### **ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES**

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

#### **ITEM 658 – DELINEATOR AND OBJECT MARKER ASSEMBLIES**

Installation and maintenance of portable CTB reflectors will be subsidiary to the barrier.

#### **ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS**

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

Place longitudinal markings nightly for IH 35 main lanes or roadways with AADT greater than 100,000. Use of temporary flexible reflective roadway marker tabs is subsidiary and at the Contractor's option. Replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain tabs or place longitudinal markings by deadline will require nightly placement of longitudinal markings.

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

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

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

#### **ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS**

**Project Number:** CC 113-7-77

**County:** Hays

**Highway:** US 290

**Sheet:**

**Control:** 0113-07-077

Dispose of removed materials and debris at locations off the right of way.

Elimination using a pavement marking will not be allowed in lieu of methods listed in specification.

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

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

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

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

#### **ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN**

Provide 1 PCMS. Provide a replacement within 12 hours. PCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

Place PCMS 10 calendar days prior to begin work stating “Road Work Begin Soon, Contact 832-7000 For Info”.

Place PCMS at time of LCN request. Place the PCMS at the expected end of queue caused by the closure. When the closure is active, revise the message to reflect the actual condition during the closure, such as “RIGHT LN CLOSED XXX FT”.

#### **ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR**

The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the work. TMA/TAs paid by the day is full compensation for all worksite locations during an entire day.

TMA/TAs used to protect damaged attenuators will be paid by the day using the force account item for the repair.

**SECTION 13**  
**TECHNICAL SPECIFICATIONS**

**HAYS COUNTY /**  
**TEXAS DEPARTMENT OF TRANSPORTATION**

**GOVERNING SPECIFICATIONS**

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

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

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

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

ITEMS 1L – 9L GENERAL REQUIRMENTS AND COVENANTS

- ITEM 100 PREPARING RIGHT OF WAY (004)(005)(006)(103)
- ITEM 105 REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT
- ITEM 110 EXCAVATION (009)(132)
- ITEM 132 EMBANKMENT (007)(009)(100)(160)(204)(210)(216)(260)(400)
- ITEM 150 BLADING (001)
- ITEM 160 TOPSOIL (007)(168)
- ITEM 164 SEEDING FOR EROSION CONTROL (162)(166)(168)
- ITEM 168 VEGETATIVE WATERING
- ITEM 169 SOIL RETENTION BLANKETS
- ITEM 247 FLEXIBLE BASE (004)(009)(105)(204)(210)(216)(520)
- ITEM 310 PRIME COAT (300)(316)
- ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY) (005)(006)(300)(301)(320)(520)(585)
- ITEM 347 THIN SURFACE MIXTURES (TSM) (005)(006)(300)(301)(320)(520)(585)
- ITEM 432 RIPRAP (247)(420)(421)(431)(440)
- ITEM 462 CONCRETE BOX CULVERTS AND DRAINS (009)(400)(402)(403)(420)(421)(422)(424)(440)(464)(476)
- ITEM 466 HEADWALLS AND WINGWALLS (400)(420)(421)(432)(440)(464)
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING (005)(009)
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
- ITEM 512 PORTABLE CONCRETE TRAFFIC BARRIER (420)(421)(424)(440)(442)
- ITEM 545 CRASH CUSHION ATTENUATORS (421)
- ITEM 552 WIRE FENCE (445)(492)
- ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES (421)(440)(441)(442)(445)(636)(643)(656)
- ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (009)(445)
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (009)(316)(502)(662)(677)(678)
- ITEM 672 RAISED PAVEMENT MARKERS (009)(677)(678)
- ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (009)(300)(302)(316)

SPECIAL SPECIFICATIONS:

- ITEM 3076 DENSE-GRADED HOT-MIX ASPHALT
- ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN
- ITEM 6185 TRUCK MOUNTED ATTENUATOR (TMA)

SPECIAL PROVISIONS:

SPECIAL PROVISION TO ITEM 132	(132--002)
SPECIAL PROVISION TO ITEM 247	(247--003)
SPECIAL PROVISION TO ITEM 340	(340--003)
SPECIAL PROVISION TO ITEM 347	(347--002)
SPECIAL PROVISION TO ITEM 462	(462--002)
SPECIAL PROVISION TO ITEM 500	(500--001)
SPECIAL PROVISION TO ITEM 502	(502--008)
SPECIAL PROVISION TO ITEM 506	(506--005)
SPECIAL PROVISION TO ITEM 552	(552--001)
SPECIAL PROVISION TO ITEM 666	(666--007)
SPECIAL PROVISION TO ITEM 6185	(6185--002)

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



# Item1L

## Abbreviations and Definitions

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### 1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

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### 2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Material Specification
EIA	Electronic Industries Alliance
EPA	United States Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	United States General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
ITE	Institute of Transportation Engineers
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List (TxDOT document)
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report (TxDOT form)
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety & Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PE	Professional Engineer
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project-Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coatings
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TGC	Texas Government Code
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

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### 3. DEFINITIONS

- 3.1. **AbrasiveBlasting** Spraying blasts of pressurized air combined with abrasive media.



- 3.2. **Actual Cost** Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.
- 3.3. **Addendum** Change in bid documents developed between advertising and bid submittal deadline.
- 3.4. **Additive Alternate** A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The additive alternate items include work that may be added to the base bid work.
- 3.5. **Deductive Alternate** A bid item contained in the bid documents that is not a regular item or a replacement alternate bid item. The deductive alternate items include work that may be deducted from the base bid work.
- 3.6. **Advertisement** The public announcement required by law inviting bids for work to be performed or materials to be furnished.
- 3.7. **Affiliates** Two or more firms are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms; an individual who has an interest in, or controls a part of, one firm either directly or indirectly also has an interest in, or controls a part of, another of the firms; the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm; one firm controls or has the power to control another of the firms; or the firms are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance.
- 3.8. **Air Blasting** Spraying blasts of pressurized air free of oil and moisture.
- 3.9. **Air Temperature** The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.
- 3.10. **Anticipated Profit** Profit for work not performed.
- 3.11. **Apparent Low Bidder** The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.
- 3.12. **Architect of Record** A person registered as an architect or licensed as a landscape architect, in accordance with State law, exercising overall responsibility for the design or a significant portion of the design and performs certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.
- 3.13. **Arterial Highway** A highway used primarily for through traffic and usually on a continuous route.
- 3.14. **Notice of Award** The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.
- 3.15. **Base Bid** The total bid amount without additive alternates.
- 3.16. **Bid**. The offer from the Bidder for performing the work described in the bid documents, submitted on the prescribed bid form, considering addenda issued and giving unit bid prices for performing the work described in the bid documents.
- 3.17. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.
- 3.18. **Bid Documents**. The complete set of documents necessary for a Bidder to submit a bid. The documents may include plans, specifications, special specifications, special provisions, addenda, and the prescribed form a Bidder is to submit as the Bid. Other terms used may include general conditions, proposal, instructions to bidders, and construction specifications.

- 3.19. **Bid Error** A mathematical mistake made by a Bidder in the unit price entered into the bid documents.
- 3.20. **Bid Form.** The portion of the bid documents that a prospective Bidder must submit to the Owner for their bid to be considered.
- 3.21. **Bidder** An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.
- 3.22. **Blast Cleaning** Using one of the blasting methods, including, but not limited to, water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water injected abrasive blasting, and brush blasting.
- 3.23. **Bridge** A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) having a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.
- 3.24. **Brush Blasting** Sweeping lightly with an abrasive blast to remove loose material.
- 3.25. **Building Contract** A Contract entered under State law for the construction or maintenance of an Owner building or appurtenance facilities. Building Contracts are considered to be construction Contracts.
- 3.26. **Certificate of Insurance** A form approved by the Owner covering insurance requirements stated in the Contract.
- 3.27. **Change Order** Written order to the Contractor detailing changes to the specified work, item quantities or any other modification to the Contract.
- 3.28. **Concrete Construction Joint** A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.
- 3.29. **Concrete Repair Manual** TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.
- 3.30. **ConcreteWorks** TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.
- 3.31. **Construction Contract** A Contract entered under State law for the construction, reconstruction, or maintenance of a segment of the transportation system.
- 3.32. **Consultant** The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.
- 3.33. **Contract** The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.34. **Contract Documents.** Elements of the Contract including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, addendums, and supplemental agreements.
- 3.35. **Contract Time** The number of days specified for completion of the work, including authorized additional working days.

- 3.36. **Contractor**The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.
- 3.37. **Controlled Access Highway.** Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.
- 3.38. **Control of Access.** The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.
- 3.39. **Control Point**An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.
- 3.40. **CrossSections.** Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.
- 3.41. **Culvert**Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.23., "Bridge.")
- 3.42. **Cycle.** The activity necessary for performing the specified work within the right of way project limits once.
- 3.43. **Daily Road User Cost**Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.
- 3.44. **Date of Written Authorization**Date of the written Notice to Proceed authorizing the Contractor to begin work.
- 3.45. **Debar (Debarment)**Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in local, state, or federal law.
- 3.46. **Detour**A temporary traffic route around a closed portion of a road.
- 3.47. **Department**When used in the context of the party with whom the Contractor has a Construction Contract, Department refers to Owner. When used in other contexts such as technical specifications, refers to the Texas Department of Transportation.
- 3.48. **Departmental Material Specifications.** Reference specifications for various materials published by TxDOT's Construction Division with a DMS-XXXXX numbering system.
- 3.49. **Direct Traffic Culvert**Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.
- 3.50. **Disadvantaged Business Enterprise**A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.
- 3.51. **Divided Highway**A highway with separate roadways intended to move traffic in opposite directions.
- 3.52. **Easement**A real property right acquired by one party to use land belonging to another party for a specified purpose.
- 3.53. **Engineer**The Professional Engineer licensed in Texas who represents the interests of the Owner.

- 3.54. **Entity** Political subdivision for which the project is designed and constructed. Either a Municipality (City) or a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Owner**
- 3.55. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.
- 3.56. **Family Member** A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.
- 3.57. **Force Account** Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.
- 3.58. **Freeway**. An expressway with full control of access.
- 3.59. **Frontage Road**. A local street road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).
- 3.60. **Hazardous Materials or Waste**. Hazardous materials waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.
- 3.61. **High Pressure Water Blasting** Water blasting with pressures between 5,000 and 10,000 psi.
- 3.62. **Highway, Street, or Road** General terms denoting a public way for purposes of vehicular travel, including the entire area within the right of way. Recommended usage in urban areas is highway or street; in rural areas, highway or road.
- 3.63. **Historically Underutilized Business**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Comptroller of Public Accounts, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.
- 3.64. **Incentive/Disincentive Provisions**. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive/disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.
- 3.65. **Independent Assurance Tests**. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner or the Owner's representative and are not used for acceptance purposes.
- 3.66. **Inspector**The person assigned by the Owner to inspect any or all parts of the work and the materials used for compliance with the Contract.
- 3.67. **Intelligent Transportation System**An integrated system that uses video and other electronic detection devices to monitor traffic flows.

- 3.68. **Intersection**The general area where 2 or more highways, streets, or roads join or cross, including the roadway and roadside facilities for traffic movements within it.
- 3.69. **Island** An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.
- 3.70. **Joint Venture** Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid form.
- 3.71. **Lane Rental** A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.
- 3.72. **Letting** The receipt, opening, tabulation, and determination of the apparent low Bidder.
- 3.73. **Letting Official.** The Owner representative empowered by the Owner to officially receive bids and close the receipt of bids at a letting.
- 3.74. **Licensed Professional Engineer** A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.
- 3.75. **Limits of Construction.** An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.
- 3.76. **Local Street or Road** A street or road primarily for access to residence, business, or other abutting property.
- 3.77. **Low-Pressure Water Blasting** Water blasting with pressures between 3,000 and 5,000 psi.
- 3.78. **Major Item** An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or \$100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.
- 3.79. **Material Producer List** DOT-maintained list of approved products. Referenced as "Department's MPL".
- 3.80. **Materially Unbalanced Bid** A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.
- 3.81. **Mathematically Unbalanced Bid** A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.
- 3.82. **Median** The portion of a divided highway separating the traffic lanes in opposite directions.
- 3.83. **Milestone Date.** The date that a specific portion of the work is to be completed, before the completion date for all work under the Contract.
- 3.84. **Monolithic Concrete Placement** The placement of plastic concrete in such manner and sequence to prevent a construction joint.
- 3.85. **National Holiday** January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 24 or December 25.
- 3.86. **Nonhazardous Recyclable Material** Material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

- 3.87. **Nonresident Bidder** Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.
- 3.88. **Nonresponsive Bid** A bid that does not meet the criteria for acceptance contained in the bid documents.
- 3.89. **Non-Site-Specific Contracts** Contracts in which a geographic region is specified for the work and for which work orders, with or without plans, further detail the limits and work to be performed.
- 3.90. **Notice to Proceed** Written notification to the Contractor authorizing work to begin.
- 3.91. **Notification** Either written or oral instruction to the Contractor concerning the work. Voice mail is oral notification.
- 3.92. **Owner** Political subdivision for whom the project is designed and constructed. Either a Municipality (City), a County or other entity organized under the authority of State of Texas statutes. May also be referred to as an **Entity**
- 3.93. **Pavement** That part of the roadway having a constructed surface for the use of vehicular traffic.
- 3.94. **Pavement Structure** Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.
- 3.94.1. **Surface Course** Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.
- 3.94.2. **Base Course** One or more layers of specified material thickness placed on a subgrade to support a surface course.
- 3.94.3. **Subgrade** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
- 3.94.4. **Subgrade Treatment** Modifying or stabilizing material in the subgrade.
- 3.95. **Payment Bond** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.
- 3.96. **Performance Bond** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.
- 3.97. **Plans** The approved drawings, including true reproductions of the drawings that show the location, character, dimensions, and details of the work and are a part of the Contract.
- 3.98. **Power of Attorney for Surety Bonds** An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.
- 3.99. **Qualification** The process for determining a Contractor's eligibility to be awarded a construction contract
- 3.100. **Prequalification** The process for determining a Contractor's eligibility to bid work.
- 3.101. **Prequalification Statement** The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.
- 3.102. **Prequalified Contractor** A contractor that is approved to bid on TxDOT contracts by satisfying their Prequalification Process.

- 3.103. **Post Qualification**The owner will determine if contractors are qualified to bid on the project after bids are open. The bid documents will identify the minimum requirements that contractor must meet to be qualified for the project. Unqualified contractors' bids will be considered non-responsive and not accepted.
- 3.104. **Project Specific Location**A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.
- 3.105. **Proposal Guaranty**The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.
- 3.106. **Quality Assurance.** Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.
- 3.107. **Quality Control**Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.
- 3.108. **Ramp**A section of highway for the primary purpose of making connections with other highways.
- 3.109. **Referee Tests**Tests requested to resolve differences between Contractor and Owner test results. The referee laboratory is the Owners.
- 3.110. **Regular Item**A bid item contained in the bid documents and not designated as an additive alternate or replacement alternate bid item.
- 3.111. **Rental Rate Blue Book for Construction Equipment**Publication containing equipment rental rates.
- 3.112. **Replacement Alternate.** A bid item identified in the bid documents that a Bidder may substitute for a specific regular item of work.
- 3.113. **Responsive Bid**A bid that meets all requirements of the advertisement and the bid documents for acceptance.
- 3.114. **Right of Way**A general term denoting land or property devoted to transportation purposes.
- 3.115. **Roadbed.** The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have 2 roadbeds. Highways with a flush median are considered to have 1 roadbed. Frontage roads are considered separate roadbeds.
- 3.116. **Road Master**A railroad maintenance official in charge of a division of railway.
- 3.117. **Roadside**The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.
- 3.118. **Roadway**The portion of the highway (including shoulders) used by the traveling public.
- 3.119. **Sandblasting, Dry**Spraying blasts of pressurized air combined with sand.
- 3.120. **Sandblasting, Wet**Spraying blasts of pressurized water combined with sand.
- 3.121. **Shoulder**That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.
- 3.122. **Shot Blasting.** Spraying blasts of pressurized air combined with metal shot.

- 3.123. **Sidewalk** Portion of the right of way constructed exclusively for pedestrian use.
- 3.124. **Slurry Blasting** Spraying blasts of pressurized air combined with a mixture of water and abrasive media.
- 3.125. **Special Provisions.** Additions or revisions to these standard specifications or special specifications.
- 3.126. **Special Specifications.** Supplemental specifications applicable to the Contract not covered by these standard specifications.
- 3.127. **Specifications.** Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications, or TxDOT bulletins and manuals, imply the latest standard or tentative standard in effect on the date of the bid. The Owner will consider incorporation of subsequent changes to these documents in accordance with Item 4L, "Scope of Work."
- 3.128. **Small Business Enterprise** A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years.
- 3.129. **State** The State of Texas.
- 3.130. **State Holiday** A holiday authorized by the State Legislature excluding optional state holidays and not listed in Section 1.3.85., "National Holidays." A list of state holidays can be found on the TxDOT's website.
- 3.131. **Station** A unit of measurement consisting of 100 horizontal feet.
- 3.132. **Subcontract** The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.133. **Subcontractor** An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly-owned subsidiary, or specialty-type businesses such as security companies and rental companies.
- 3.134. **Subsidiary** Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.
- 3.135. **Substructure** The part of the structure below the bridge seats, but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.
- 3.136. **Superintendent** The representative of the Contractor who is available at all times and able to receive instructions from the Owner or authorized Owner representatives and to act for the Contractor.
- 3.137. **Superstructure** The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.
- 3.138. **Supplemental Agreement** Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one party to another or other cases as desired by the Owner.
- 3.139. **Surety** The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.
- 3.140. **Surplus Materials.** Any debris or material related to the Contract but not incorporated into the work.



- 3.141. **Suspension.** Action taken by the Owner, State, or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a contract
- 3.142. **Text**~~XXXX~~ TxDOT material test methods found on TxDOT's Construction Division Web Site.
- 3.143. **Traffic Lane**The strip of roadway intended to accommodate the forward movement of a single line of vehicles.
- 3.144. **Traveled Way.** The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
- 3.145. **Truck Owner**~~Operator~~An individual who owns and operates 1 truck for hire.
- 3.146. **UTBridge** TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.
- 3.147. **UTLift.** TxDOT-owned software for steel girder erection. Software is available on TxDOT's website.
- 3.148. **Utility.** Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or storm water that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.
- 3.149. **Verification Tests.** Tests used to verify accuracy of QC and QA and mixture design testing.
- 3.150. **Water**~~Abrasive Blasting~~ Spraying blasts of pressurized water combined with abrasive media.
- 3.151. **Water Blasting** Spraying blasts of pressurized water of at least 3,000 psi.
- 3.152. **Water**~~Injected Abrasive Blasting~~ Abrasive blasting with water injected into the abrasive/air stream at the nozzle.
- 3.153. **Wholly Owned Subsidiary** A legal entity owned entirely by the Contractor or subcontractor.
- 3.154. **Work** The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract.
- 3.155. **Written Notice** Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last known business address; sent by facsimile to the last known phone number; or sent by e-mail to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current mailing address will not be considered a failure to provide written notice.

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# Item 2L

## Instructions to Bidders

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### 1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

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### 2. ELIGIBILITY OF BIDDERS

Bidders on this project must be prequalified through TxDOT. Refer to TxDOT's web site for prequalification requirements. Assure prequalification documents are submitted to TxDOT at least 14 days before bid opening. Comply with all technical prequalification requirements in the bid documents.

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### 3. ISSUING BID DOCUMENTS

Bid Documents may be obtained at from the websites:

[www.bidnetdirect.com/hayscounty](http://www.bidnetdirect.com/hayscounty),  
<http://www.txsmartbuy.com/sp>,  
<https://www.sanmarcostx.gov/Bids.aspx>

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the Owner.

The Owner will not issue bid documents if one or more of the following apply:

- the Bidder is prohibited from rebidding a specific project due to a bid error on the original bid documents,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated for convenience, or
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based.

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### 4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the bid documents are approximate and will be used for the comparison of bids. Payments will be made for actual quantities of work performed in accordance with the Contract.

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### 5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the bid documents and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the use of the Owner in the preparation of plans. This information is provided for the Bidder's information only and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material

encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes in the bid documents given during the bidding process are not binding. Only requirements included in the bid documents and Owner-issued addenda are binding. Request explanations of documents at least five(5) days prior to the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the bid documents. The Owner will issue addenda when appropriate.

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## 6. PREPARING THE BID

Prepare the bid form furnished by the Owner. Informational bid forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item, additive alternate item, deductive alternate item or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- the bid form was not signed,
- all certifications were not acknowledged,
- a regular item, additive alternate item or deductive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the bid form submitted had the incorrect number of items, or
- all addenda were not acknowledged,
- items missing from Section 1 IFB Checklist.

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## 7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- The bid was not in the hands of the Letting Official at the time and location specified in the advertisement.
- A bid was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates.
- The Bidder failed to acknowledge receipt of all addenda issued.
- The bid form was signed by a person who was not authorized to bind the Bidder or Bidders.
- The bid guaranty did not comply with the requirements contained in this Item.
- The bid was in a form other than the official bid form issued by the Owner.
- The Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the bid documents.
- The Bidder bid more than the maximum or less than the minimum number of allowable working days when working days was an item.
- The Bidder did not attend a specified mandatory pre-bid conference.
- The Bidder did not meet the requirements of the technical qualification.
- The Bidder did not include a signed State of Texas Child Support Business Ownership Form.
- The bidder is not prequalified by TxDOT

- The bidder does not meet the Owner's qualification requirements.

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## 8. SUBMITTAL OF BIDS

8.1. **Electronic Bids.** When electronic bidding is available, the Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to, acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

8.1.1. **Bid Form.** Use the electronic bid form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic bid form may not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.1.2. **Bid Guaranty.** Provide a bid guaranty in the amount indicated on the bid form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

Use the most current version of the electronic bond accepted by the Owner. For a joint venture, the bond must be in the name of all joint venture participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or names of the Bidder or Bidders.

8.1.3. **Submittal of Bid.** Submit the bid using the Owner's bidding system.

8.1.4. **Revising the Bid Form.** Make desired changes as allowed by the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted will be used for tabulation purposes.

8.1.5. **Withdrawing a Bid.** Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

8.2. **Printed Bid.**

8.2.1. **Bid Form.** Mark all entries in ink. As an alternative to hand writing the unit prices in the bid form, submit an electronic bid form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the bid form. In the case of a joint venture, provide the complete and correct name of all Bidders submitting the bid. In the case of a joint venture, the person signing the bid form must be authorized to bind all joint venture participants.

If a bid form contains both regular items for domestic steel or iron materials and replacement alternate items for foreign steel or iron materials, the Bidder must either:

- submit unit bid prices for domestic items only, or
- submit unit bid prices for both the domestic and foreign items.

8.2.2. **Bid Guaranty.** Provide a bid guaranty in the amount indicated on the bid documents. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2.8.1.2., "Bid Guaranty," and submit the electronic bid bond with the printed bid.

8.2.3. **Guaranty Check.** Make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

8.2.4. **Bid Bond.** Use the bid bond form provided by the Owner. Submit the bid bond with the powers of attorney attached and in the amount specified. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for joint venture Bidders, each of the Bidders may submit a separate bid bond completed as outlined in this section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with State law.

8.2.5. **Submittal of Bid.** Place the completed bid form and the bid guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement or in the bid documents. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

8.2.6. **Revising the Bid Form.** Make desired changes to the bid form in ink and submit the bid to the Letting Official. The Owner will not make revisions to a bid on behalf of a Bidder.

8.2.7. **Withdrawing a Bid.** Submit a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of joint venture, the Owner will accept a request from any person authorized to bind a party to the joint venture. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

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## 9. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Owner will publicly open and read bids.

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## 10. TABULATING BIDS

10.1. **Official Total Bid Amount.** The Owner will sum the products of the quantities and the unit prices bid in the bid form to determine the official total bid amount, except as provided in Section 2.11., "Consideration of Unit

Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

10.2. **Rounding of Unit Prices.** The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

10.3. **Interpretation of Unit Prices.** The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

10.4. **Consideration of Unit Prices.**

10.4.1. **A + B Bidding.** The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

$$A + B1 + B2 + BX + \dots + BT$$

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the bid and the unit bid prices bid. The time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) provided on the bid documents. When partial days are bid they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time.

10.4.2. **"Buy America."** Comply with Buy America in accordance with Section 6.1.1.. For a Bidder who proposes to use foreign steel or iron materials to be considered the apparent low Bidder, their total bid must be at least 25% lower than the next lowest bid if that bid proposes to use domestic steel or iron materials.

This requirement does not apply to minimal use of steel or iron materials provided that the total cost of all foreign source items used in the project, as delivered to the project site, is less than \$2,500 or one-tenth-of-one-percent (1/10 of 1%) of the Contract amount, whichever is greater

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## 11. CONSIDERATION OF BID ERRORS.

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- Submit written notification to the Owner within 5 business days after the date the bid is opened.
- Identify the items of work involved and include bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of an error by the apparent low Bidder by considering the following:

- The bid error relates to a material item of work.
- The bid error amount is a significant portion of the total bid.
- The bid error occurred despite the exercise of ordinary care.
- The delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of the bid of the apparent low bidder and the Owner may consider the second responsive bid. The erring Contractor will not be allowed to bid the

project if it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by the Owner.

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**12. TIE BIDS**

If the official total bid amount for 2 or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If 2 or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss. The Letting Official will preside over the proceedings for the coin toss.

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# Item 3L

## Award and Execution of Contract

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### 1. AWARD OF CONTRACT

The Owner will award, reject, or defer the Contract within 90 days after the opening of the bid. The Owner reserves the right to reject any or all bids and to waive technicalities in the best interest of the Owner.

1.1. **Award.** The Owner will award the Contract to the low Bidder as determined by Article 2.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- The low Bidder withdraws its bid.
- The low Bidder fails to enter into a contract with the Owner after Award
- The second low Bidder's unit bid prices are reasonable.

1.2. **Rejection.** The Owner will reject the Contract if:

- Collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future bids for the same Contract.
- The low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future bids for the same Contract.
- The lowest bid is higher than the Owner's estimate and re-advertising for bids may result in a lower bid.
- Rejection of the Contract is in the best interest of the Owner.

1.3. **Deferral.** The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

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### 2. RESCINDING OF AWARD

The Owner reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the bid guaranty to the Contractor.

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### 3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)/HISTORICALLY UNDERUTILIZED BUSINESS/SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE/HUB/SBE information in the time frame specified when required by the bid documents.

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### 4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract:

4.1. **Contract.** Executed by Contractor and Surety.

4.2. **Bonds.** Executed performance bond and payment bond in the full amount of the Contract price with powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.



**Table 1  
Bonding Requirements**

<b>Contract Amount</b>	<b>Required Bonds</b>
Less than \$25,000	None
\$25,000 to \$100,000	Payment
More than \$100,000	Performance and Payment

4.3. **Insurance.** Submit a Certificate of Insurance showing coverages in accordance with Contract requirements.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable Certificate of Insurance.

Provide the Owner with a Certificate of Insurance verifying the types and amounts of coverage shown in Section 11 Special Conditions. The Certificate of Insurance must be in a form approved by the Owner. Any Certificate of Insurance provided must be available for public inspection.

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Section 11 Special Conditions either through their own coverage or through the Contractor's coverage.

The Workers' Compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities Contracts, provide All Risk Builder's Risk Insurance to protect the Owner against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Owner under the Lost Payable Clause.

For Contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the State and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this section will not be measured or paid for directly but will be subsidiary to pertinent items.

4.4. **Railroad Documents.** Provide all required documents for satisfaction of railroad requirements for projects that have work which involves railroad right of way.

**5. FAILURE TO ENTER CONTRACT**

If the Contractor fails to comply with all of the requirements in Article 3.4., "Execution of Contract," the bid guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in design of the work.

**6. APPROVAL AND EXECUTION OF CONTRACT**

The Contract will be approved and signed under authority of the Owner.

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**7. RETURN OF BID GUARANTY**

The bid guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

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**8. BEGINNING OF WORK**

Do not begin work until authorized in writing by the Owner.

When callout work is required, provide a method of contact available from 8 A.M. until 5 P.M. every work day and 24 hr. a day, 7 days a week for projects with emergency mobilization, unless otherwise shown on the plans. The time of notice will be the transmission time of the notice sent, provided orally, or provided in person by the Owner's representative.

Verify all quantities of materials shown on the plans before ordering.

For projects with alternate bid items, the work order will identify the base bid work and additive or deductive alternate work to be performed. The Owner makes no guarantee that the additive or deductive alternate work will be required.

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**9. ASSIGNMENT OF CONTRACT**

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion rights, title, or interest (including claims) without the approval of the Owner or designated representative. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

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**10. EXCLUDED PARTIES**

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or by any state or federal agency.

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# Item 4L

## Scope of Work

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### 1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

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### 2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Owner. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges.

Work with the Owner to resolve all issues during the course of the Contract. Refer to Article 4.7., "Dispute or Claims Procedure," for all unresolved issues.

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### 3. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9.7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract or
- a major item of work varies by more or less than 25% from the original Contract quantity.

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

**Table 1**  
**Quantity-Based Price Adjustment Factors**

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8, "Prosecution and Progress."

#### **4. DIFFERING SITE CONDITIONS**

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The 2 types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor when the Owner discovers differing site conditions. Unless directed otherwise, do not work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided.

#### **5. REQUESTS FOR ADDITIONAL COMPENSATION**

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Owner an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Owner to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

The Owner will not consider fees and interest on requests for additional compensation. Fees include, but are not limited to: preparation, attorney, printing, shipping, and various other fees.

Damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. For Contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Owner, submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner.

If the Contractor requests compensation for delay damages and the delay is determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable delay and will be limited as follows:

- 5.1. **Standby Equipment Costs.** Payment will be made in accordance with Section 9.7.1.4.3., "Standby Equipment Costs."
- 5.2. **Project Overhead.** Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options:
- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
  - actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

- 5.3. **Home Office Overhead.** The Owner will not compensate the Contractor for home office overhead.

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## 6. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the project office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owners's goal is to have a dispute settled by the Engineer before elevating it as a claim.

If a dispute cannot be resolved, initiate the Contract claim procedure by filing a Contract claim after the completion of the Contract or when required for orderly performance of the Contract. Submit the claim to the Owner in accordance with state law.

For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

# Item 5L

## Control of the Work



### 1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work on behalf of the Owner. The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

The Engineer acts as a referee in all questions arising under the terms of the Contract. The Engineer's decisions will be final and binding.

### 2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as indicated in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

**Table 1**  
**Signature and Approval Requirements for Working Drawings**

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No <sup>1</sup>
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No <sup>1,2</sup>
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, in the opinion of the Engineer.

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### 3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract (including additional plans for non-site-specific work). Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's approval. Work performed beyond the lines and grades shown on the plans or any extra work performed without approval is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. **Acceptance of Defective or Unauthorized Work.** When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract price.

3.2. **Correction of Defective or Unauthorized Work.** When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Engineer has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

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### 4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans (including additional plans for non-site-specific work), special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L through 9L and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies discovered so that necessary corrections and interpretations can be made. Failure to promptly notify the Engineer will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.

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### 5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary to administer the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The

Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work.

The Engineer may suspend the work without suspending working day charges until the Contractor complies with this requirement. All work associated with fulfilling this requirement is subsidiary to the various items of the Contract and no direct compensation will be made.

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## 6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to active fire hydrants at all times unless approved by the Engineer.

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## 7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

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## 8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. **Project-Specific Information.** Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by both the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.2. **Right of Entry Agreement (if required).** The process for obtaining a fully executed ROE Agreement will be as follows:

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted construction Contract.
- Partially execute the ROE Agreement and return it to the Department with the required insurance attached.



- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully-executed ROE Agreement from the railroad company, the Owner will forward the fully-executed ROE Agreement to the Contractor.

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## 9. CONSTRUCTION SURVEYING

Use Method A unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Maintain the integrity of control points. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become due to the Contractor. Replace right of way markers under the direction of a RPLS. This work will be subsidiary to pertinent items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

- 9.1. **Method A.** The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control. At a minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 miles in length. For projects greater than 2 miles in length, monuments will be set in pairs of 2 at a minimum of 2 miles based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

- 9.2. **Method B.** The Engineer will set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.
- 9.3. **Method C.** Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines.

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## 10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection, or lack of inspection, will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4.4., "Changes in the

Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

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## 11. FINAL CLEANUP

Upon completion of the work, remove litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition. This work will not be paid for directly but will be considered subsidiary to items of the Contract.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

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## 12. FINAL ACCEPTANCE

12.1. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.1.1. **Work Completed.** Work completed must include work for vegetative establishment and maintenance, test, and performance periods and work to meet the requirements of Article 5.11., "Final Cleanup."

12.1.2. **Final Inspection.** After all work is complete, the Contractor will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible, and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise approved. Upon correction, the Engineer will make an inspection to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.1.3. **Final Measurement.** Final measurements and pay quantity adjustments may be made after final acceptance.

12.1.4. **Removal of Traffic Control Devices.** Remove construction traffic control devices and advance warning signs upon final acceptance or as directed.

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# Item 6L

## Control of Materials

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### 1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be reinspected in accordance with Article 6.4., "Sampling, Testing, and Inspection."

1.1. **Buy America.** Comply with the latest provisions of Buy America as listed at 23 CFR 635.410. Use steel or iron materials manufactured in the United States except when:

- the cost of materials, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater;
- the Contract contains a replacement alternate item for a foreign source steel or iron product and the Contract is awarded based on the replacement alternate item; or
- the materials are temporarily installed.

Provide a notarized original of the TxDOT FORM D-9-USA-1 (or equivalent) with the proper attachments for verification of compliance.

Manufacturing is any process that modifies the chemical content, physical shape or size, or final finish of a product. Manufacturing begins with initial melting and mixing and continues through fabrication (cutting, drilling, welding, bending, etc.) and coating (paint, galvanizing, epoxy, etc.).

1.2. **Convict Produced Materials.** Materials produced by convict labor may only be incorporated in the work if such materials have been:

- produced by convicts who are on parole, supervised release, or probation from prison; or
- produced in a qualified prison facility.

A "qualified prison facility" means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects.

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### 2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing is required by a change of source.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this article, the Owner may have defective material removed and replaced. The cost of testing, removal, and replacement will be deducted from the estimate.

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### 3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

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#### 4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission.

Unless otherwise mutually agreed, the material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise noted, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material which has been tested and approved at a supply source or staging area may be reinspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are to be made available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise noted in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

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#### 5. PLANT INSPECTION AND TESTING

The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

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#### 6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

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7. **OWNER-FURNISHED MATERIAL**

The Owner will supply materials as shown in the Contract documents. The cost of handling and placing materials supplied by the Owner will not be paid for directly but is subsidiary to the item in which they are used. Assume responsibility for materials upon receipt.

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8. **USE OF MATERIALS FOUND ON THE RIGHT OF WAY**

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location (PSL), replace the removed material with suitable material at no cost to the Owner as directed.

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9. **RECYCLED MATERIALS**

The Owner will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation required by that specification.

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10. **HAZARDOUS MATERIALS**

Use materials that are free of hazardous materials as defined in Item 1L, "Abbreviations and Definitions."

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the owner may contain hazardous materials. Except when the contract includes bid items for the contractor to remove hazardous materials, the Engineer is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Owner as indicated below.

The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Owner, except in the case of when the contract includes removing and disposing of hazardous materials.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor's expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

10.1. **Painted Steel Requirements.** Paint containing hazardous materials will be removed as shown on the plans.

10.1.1. **Paint Removed by Third Party.** The Owner may provide a third party to remove paint containing hazardous materials where paint must be removed to perform work or to allow dismantling of the steel.

10.1.2. **Paint Removed by the Contractor.** This work may only be performed by a firm or company with one of the following certifications:

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- SSPC-QP2 certification for lead painting operations, or
- Certified Lead Firm by the Texas Department of State Health Services.

Maintain certification for the duration of the work. Provide copies of audits or certification if requested.

Comply with worker and public safety regulations, including, but not limited to, OSHA 29 CFR Parts 1910.1025, 1926.62, and 1926.63. Monitor permissible exposure limits in accordance with OSHA requirements.

Remove paint containing hazardous materials from designated areas shown on the plans or as directed. Comply with access limitations shown on the plans.

Provide power hand tools, equipped with high-efficiency particulate air filter vacuums to mechanically remove paint.

Contain, collect, store, transport, and dispose of all waste generated by cleaning operation in accordance with local, state, and federal requirements including 40 CFR 302. Properly characterize and dispose of all wastes. Manage any hazardous wastes in accordance with regulatory requirements and dispose in a facility authorized to accept such wastes. Provide copies of disposal manifests.

The work performed, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 446, "Field Cleaning and Painting Steel."

- 10.2. **Removal and Disposal of Painted Steel.** Painted steel will be disposed of at a steel recycling or smelting facility unless otherwise shown on the plans. If the paint contains hazardous materials, maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name.

For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations.

The work provided, materials furnished, equipment, labor, tools, and incidentals will be paid for in accordance with Item 496, "Removing Structures," and Item 497, "Sale of Salvagable Material."

- 10.3. **Asbestos Requirements.** The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At locations where previously unknown ACM has been found, the Owner will arrange for abatement by a third party. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Owner enough time to abate the asbestos.

- 10.4. **Work Performed by a Third Party.** When the work for removal of paint or asbestos abatement is to be provided by a third party, coordinate and cooperate with the third party and the Owner. Continue other work detailed on the plans not directly involved in the paint removal or asbestos abatement work. Provide notice to the Owner regarding the progress of the work to allow the Owner enough time to schedule the third party work.

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## 11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or as directed by the Engineer. Remove and dispose of materials in accordance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

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# Item 7L

## Legal Relations and Responsibilities

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### 1. SAFETY

- 1.1. **Point of Contact.** Designate a Contractor Safety Point of Contact (CSPOC). The Owner will assign an Owner employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The CSPOC will ensure that the Contractor's and Subcontractor's employees' use the appropriate personal protection equipment (hard hats, safety vests, protective toe footwear, etc.).

The CSPOC will ensure that crew leaders and foremen (including subcontractors) have attended the required training.

- 1.2. **Safety Preconstruction Meeting.** In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in Article 4.2., "Preconstruction Conference." Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- Owner,
- local law enforcement, and
- other personnel that play an active role on the project.

- 1.3. **Public Safety and Convenience.** Ensure the safety and convenience of the public and property as provided in the Contract and as directed by the Engineer. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage and provide for ingress and egress to adjacent property.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

Provide qualified flaggers in accordance with Item 502.2.2., "Flaggers," for the safety and convenience of the traveling public and workers, as directed.

If the Engineer determines that any of the requirements of this article have not been met, the Engineer may take any necessary corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

- 1.4. **Use of Blue Warning Lights.** Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

- 1.5. **Barricades, Warning and Detour Signs, and Traffic Handling.** Provide, install, move, replace, maintain, clean, and remove all traffic control devices in accordance with the traffic control devices specifications and as shown on the plans and as directed. If details are not shown on the plans, provide devices and work in

accordance with the TMUTCD and as directed by the Engineer. When authorized or directed by the Engineer, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, traffic control in accordance with the TMUTCD may be used for minor operations as approved. Removal or relocation of project limit advance warning signs does not imply final acceptance.

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## 2. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

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## 3. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7.6., "Preservation of Cultural and Natural Resources and the Environment."

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## 4. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

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## 5. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

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## 6. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

6.1. **Cultural Resources.** Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

6.2. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3).** The Owner will file the Notice of Intent (NOI) and the Notice of Termination (NOT) for work shown on the plans in the right of way. Adhere to all requirements of the SWP3.



- 6.3. **Work in Waters of the United States.** For work in the right of way, the Owner will obtain any required Section 404 permits from the U.S. Army Corps of Engineers before work begins. Adhere to all agreements, mitigation plans, and standard best management practices required by the permit. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., obtain new or revised Section 404 permits.
- 6.4. **Work in Navigable Waters of the United States.** For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated best management practices. When Contractor-initiated changes in the construction method changes the impacts to navigable waters of the U.S., obtain new or revised Section 9 permits.
- 6.5. **Work Over the Recharge or Contributing Zone of Protected Aquifers.** Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by the TCEQ. Use best management practices and perform work in accordance with Contract requirements.
- 6.6. **Project-Specific Locations.** For all project-specific locations (PSLs) on or off the right of way (material sources, waste sites, parking areas, storage areas, field offices, staging areas, haul roads, etc.), signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies:
- Occupational Safety and Health Administration,
  - Texas Commission on Environmental Quality,
  - Texas Department of Transportation,
  - Texas Historical Commission,
  - Texas Parks and Wildlife Department,
  - Texas Railroad Commission,
  - U.S. Army Corps of Engineers,
  - U.S. Department of Energy,
  - U.S. Department of Transportation,
  - U.S. Environmental Protection Agency,
  - U.S. Federal Emergency Management Agency, and
  - U.S. Fish and Wildlife Service.

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of certification activities including environmental consultant reports, Contractor documentation on certification decisions and contacts, and correspondence with the resource agencies. Provide documentation upon request.

Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within public right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, asphalt plants, etc. Address all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

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## 7. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

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**8. SANITARY PROVISIONS**

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including Owner employees, in compliance with the requirements and regulations of the Texas Department of Health or other authorities with jurisdiction.

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**9. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE**

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. Place mobile and stationary equipment to cause the least disruption of normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

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**10. USING EXPLOSIVES**

Do not endanger life or property. The contractor is required to submit a written Blasting Plan if required by the plans or requested by the Engineer. The Owner retains the right to reject the blasting plan. Store all explosives securely and clearly mark all storage places with "DANGER – EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least a 48-hr. advance notice to the appropriate Road Master before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

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**11. RESPONSIBILITY FOR HAZARDOUS MATERIALS**

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

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**12. ASBESTOS CONTAINING MATERIAL**

In Texas, the Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, 40 CFR, Subpart M (NESHAP) and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP. Therefore, federal standards for demolition and renovation apply.

Provide notice to the Owner of demolition or renovation to the structures listed on the plans at least 30 calendar days before initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load-bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days before initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Owner will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation, or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the revised dates in enough time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

Failure to provide the above information may require the temporary suspension of work under Article 8.4., "Temporary Suspension of Work or Working Day Charges," due to reasons under the control of the Contractor. The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

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**13. RESTORING SURFACES OPENED BY PERMISSION**

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission by the Engineer. Repair all openings as directed by the Engineer. Payment for repair of surfaces opened by permission will be made in accordance with pertinent items or Article 4.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

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**14. PROTECTING ADJACENT PROPERTY**

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

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**15. RESPONSIBILITY FOR DAMAGE CLAIMS**

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

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**16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES**

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid directly but will be subsidiary.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502, "Barricades, Signs, and Traffic Handling." The following sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

- 16.1. **Overweight Construction Traffic Crossing Structures.** The Engineer may allow crossing of a structure not open to the public within the work locations, when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

- 16.2. **Construction Equipment Operating on Structures.** Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review and approval. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses will occur in excess of those normally allowed for occasional overweight loads.

- 16.3. **Loads on Structures.** Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

- 16.4. **Hauling Divisible Overweight Loads on Pavement Within the Work Locations.** The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

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## 17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the nonexecution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

- 17.1. **Reimbursable Repair.** Except for damage to appurtenances listed in Section 7.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:
- motor vehicle, watercraft, aircraft, or railroad-train incident;
  - vandalism; or
  - Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances.**

- 17.2.1. **Unreimbursed Repair.** Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:
- signs,
  - barricades,
  - changeable message signs, and
  - other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.17.2.2., "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

- 17.2.2. **Reimbursed Repair.** Reimbursement will be made for repair of damage due to the causes listed in Section 7.17.1., "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

- 17.3. **Roadways and Structures.** Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

- 17.4. **Detours.** The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7.17.1., "Reimbursable Repair." The Engineer may consider failures beyond the Contractor's control when determining reimbursement for repairs to detours constructed. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

- 17.5. **Relief from Maintenance.** The Engineer may relieve the Contractor from responsibility of maintenance as outlined in this section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance.

- 17.5.1. **Isolated Work Locations.** For isolated work locations, when all work is completed, including work for Article 5.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

- 17.5.2. **Work Except for Vegetative Establishment and Test Periods.** When all work for all or isolated work locations has been completed, including work for Article 5.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.
- 17.5.3. **Work Suspension.** When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.
- 17.5.4. **When Directed by the Engineer.** The Engineer may relieve the Contractor from the responsibility for maintenance when directed.
- 17.6. **Basis of Payment.** When reimbursement for repair work is allowed and performed, payment will be made in accordance with pertinent items or Article 4.4., "Changes in the Work."

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## 18. ELECTRICAL REQUIREMENTS

### 18.1. Definitions.

#### 18.1.1. **Electrical Work.** Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes," and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low voltage and inherently power limited circuits such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work as long as no wiring, wiring connections, or conduit work is done at the time of assembly and placement.

#### 18.1.2. **Specialized Electrical Work.** Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required under Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,

- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any 3-phase electrical power.

18.1.3. **Certified Person.** A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations," or other courses as approved by the Owner. Submit a current and valid certification upon request.

18.1.4. **Licensed Electrician.** A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements.** The qualifications required to perform electrical work and specialized electrical work are listed in Table 2.

**Table 2  
Work Requirements**

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (troubleshooting, repairs, component replacement, etc.)	Licensed electrician or workers directly supervised by a licensed electrician

A licensed electrician must be physically present during all electrical work when Table 2 states that workers are to be directly supervised by a licensed electrician or certified person.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When the plans specify IMSA certification, the requirements of Table 2 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed under Item 620, "Electrical Conductors."



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# Item 8L

## Prosecution and Progress

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### 1. PROSECUTION OF WORK

Unless otherwise shown in the Contract, begin work within 10 calendar days after the authorization date to begin work as shown on the Notice to Proceed. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown in the Contract documents, work may be prosecuted in concurrent phases if no changes are required in the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

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### 2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner, or any state or federal agency.

For federally funded Contracts, ensure the required federal documents are physically attached to each subcontract agreement including all tiered subcontract agreements.

For all DBE/HUB/SBE subcontracts including all tiered DBE/HUB/SBE subcontracts, submit a copy of the executed subcontract agreement.

Submit a copy of the executed non-DBE subcontracts including all tiered non-DBE subcontracts when requested.

- 2.1. **Construction Contracts.** Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State or local funded Contract) excluding any items determined to be specialty items. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as directed by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of cancelled checks and certified statements may be required to verify compliance with the requirements of this section.

2.2. **Payments to Subcontractors.** Report payments for DBE/HUB/SBE subcontracts including tiered DBE/HUB/SBE subcontracts in the manner as prescribed by the Owner.

2.3. **Payment Records.** Make payment records, including copies of cancelled checks, available for inspection by the Owner. Submit payment records upon request. Retain payment records for a period of 3 yr. following completion of the Contract work or as specified by the Owner.

Failure to submit this information to the Engineer by the 20th day of each month will result in the Owner taking actions, including, but not limited to, withholding estimates and suspending the work. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

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### 3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedules assume generic resources, production rates, sequences of construction and average weather conditions based on historic data. The Owner will not adjust the number of working days and milestones, if any, due to differences in opinion regarding any assumptions made in the preparation of the schedule or for errors, omissions, or discrepancies found in the Owner's conceptual time schedule.

The number of working days is established by the Contract. Working day charges will begin 10 calendar days after the date of the written authorization to begin work. Working day charges will continue in accordance with the Contract. The Engineer may consider increasing the number of working days under extraordinary circumstances.

3.1. **Working Day Charges.** Working days will be charged in accordance with Section 8.3.1.4., "Standard Workweek," unless otherwise shown in the Contract documents. Working days will be computed and charged in accordance with one of the following:

3.1.1. **Five-Day Workweek.** Working days will be charged Monday through Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.2. **Six-Day Workweek.** Working days will be charged Monday through Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.3. **Seven-Day Workweek.** Working days will be charged Monday through Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission. If work is performed on any of these holidays requiring an Inspector to be present,

and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

- 3.1.4. **Standard Workweek.** Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7 A.M. and 6 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
- 3.1.5. **Calendar Day.** Working days will be charged Sunday through Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.
- 3.1.6. **Other.** Days will be charged as shown in the Contract documents.
- 3.2. **Restricted Work Hours.** Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this article unless otherwise shown in the Contract documents.
- 3.3. **Nighttime Work.** Nighttime work is allowed only when shown in the Contract documents or as directed. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.
  - 3.3.1. **Five-, Six-, and Seven-Day Workweeks.** Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.
  - 3.3.2. **Standard Workweek.**
    - 3.3.2.1. **Nighttime Work Only.** When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," unless otherwise shown in the Contract documents.
    - 3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector.** When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract documents. Only one day will be charged for each 24-hr. time period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8.3.3.2.1., "Nighttime Work Only."
- 3.4. **Time Statements.** The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges and future consideration of that statement will not be permitted.

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#### 4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities. When all of the work is

suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

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## 5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules. Project schedules are used to convey the Contractor's intended work plan to the Owner. Prepare project schedules with a level of effort sufficient for the work being performed. Project schedules will not be used as a basis to establish the amount of work performed or for the preparation of the progress payments.

5.1. **Project Scheduler.** Designate an individual who will develop and maintain the progress schedule. The Project Scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the Progress Schedule at the Preconstruction Meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Construction Details.** Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract documents. At a minimum, prepare the progress schedule as a Bar Chart or Critical Path Method (CPM), as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, except for agreed upon activities. Show an estimated production rate per working day for each work activity.

5.3. **Schedule Format.** Format all project schedules according to the following:

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project;
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity; and
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also include:

- Clearly and accurately identify the critical path as the longest continuous path;
- Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- Through the use of calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, etc.) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format.** For each activity on the project schedule provide:

- A concise description of the work represented by the activity;
- An activity duration in whole working days;
- Code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

5.5. **Schedule Types.**

5.5.1. **Bar Chart.** Seven calendar days before the preconstruction meeting, prepare and submit a hard copy of the schedule using the bar chart method.

- 5.5.1.1. **Progress Schedule Reviews.** Update the project schedule and submit a hard copy when changes to the schedule occur or when requested.
- 5.5.2. **Critical Path Method.** Prepare and submit the schedule using the CPM.
- 5.5.2.1. **Preliminary Schedule.** Seven calendar days before the preconstruction meeting, submit both the plotted and electronic copies of the project schedule showing work to be performed within the first 90 calendar days of the project.
- 5.5.2.2. **Baseline Schedule.** The baseline schedule will be considered the Contractor's plan to successfully construct the project within the time frame and construction sequencing indicated in the Contract. Submit both plotted and electronic copies of the baseline schedule. Submit 2 plots of the schedule: one organized with the activities logically grouped using the activity coding; and the other plot showing only the critical path determined by the longest path, not based on critical float.
- Develop and submit the baseline schedule for review within the first 45 calendar days of the project unless the time for submission is extended.
- 5.5.2.2.1. **Review.** Within 15 calendar days of receipt of the schedule, the Engineer will evaluate, and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.
- Submit an acceptable baseline schedule before the 90th calendar day of the project unless the time for submission is extended.
- 5.5.2.3. **Progress Schedule.** Maintain the project schedule for use by both the Contractor and the Engineer. Submit both the plotted and electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (such as holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.
- The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.
- Monthly updating of the project schedule will include updating of:
- The actual start dates for activities started;
  - The actual finish dates for activities completed;
  - The percentage of work completed and remaining duration for each activity started but not yet completed; and
  - The calendars to show days actual work was performed on the various work activities.

The cut-off day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR).** When shown on the plans, provide the PSSR instead of the narrative required in Section 8.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule as well as a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. **Notice of Potential Time Impact.** Submit a "Notice of Potential Time Impact" when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the time frames outlined above will compromise the Owner's ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis.** When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps:

- **Step 1.** Establish the status of the project immediately before the impact.
- **Step 2.** Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3.** Track the effects of the impact on the schedule during its occurrence.
- **Step 4.** Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved, Steps 1, 3, and 4, must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will only be considered when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

The work performed under this article will not be measured or paid for directly but will be subsidiary to pertinent items.

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## 6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, a separate work order, or callout work within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified in the Contract. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract remains incomplete. This amount will be assessed not as a penalty but as liquidated damages.

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## 7. DEFAULT OF THE CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified,
- fails to prosecute the work to assure completion within the number of days specified,
- is uncooperative, disruptive or threatening,
- fails to perform the work in accordance with the Contract requirements,
- neglects or refuses to remove and replace rejected materials or unacceptable work,
- discontinues the prosecution of the work without the Engineer's approval,
- makes an unauthorized assignment,
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so,
- fails to conduct the work in an acceptable manner, or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. The Owner will also provide written notice of default to the Surety. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10 day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Working day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Section 8.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations.

The Owner will determine the method used for the completion of the remaining work as follows:

- **Contracts without Performance Bonds.** The Owner will determine the most expeditious and efficient way to complete the work, and recover damages from the Contractor.
- **Contracts with Performance Bonds.** The Owner will, without violating the Contract, demand that the Contractor's Surety complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner as a result of the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8.2., "Subcontracting," and abide by the DBE/HUB/SBE commitments previously approved by the Owner .

No markups as defined in Article 9.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

- 7.2. **Wrongful Default.** Submit a written request to the Owner within 14 calendar days of receipt of the notice of default for consideration of wrongful default.

The Owner will determine if the Contractor has been wrongfully defaulted, and will proceed with the following:

- If the Owner determines the default is proper, the default will remain. If the Contractor is in disagreement, the Contractor may file a claim in accordance with Article 4.7., "Dispute or Claims Procedure."
- If the Owner determines it was a wrongful default, the Owner will terminate the Contract for convenience, in accordance with Article 8.8., "Termination of the Contract."

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## 8. TERMINATION OF THE CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the Owner or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

- 8.1. **Procedures and Submittals.** The Engineer will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice;



- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved;
- terminate all subcontracts to the extent they relate to the work terminated;
- complete performance of the work not terminated;
- settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract;
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2.

**Settlement Provisions.** Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs including:

- all work completed at the unit bid price and partial payment for incomplete work;
- the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater;
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts;
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and
- other expenses acceptable to the Owner.

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# Item 9L

## Measurement and Payment

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### 1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

- 1.1. **Linear Measurement.** Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.
- 1.2. **Volume Measurement.** Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.
- 1.3. **Weight Measurement.** Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

- 1.3.1. **Hauling on Routes Accessible to the Traveling Public.** For payment purposes on haul routes accessible to the traveling public, the net weight of the load will be calculated as follows:
- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
  - If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.
- 1.3.2. **Hauling on Routes Not Accessible to the Traveling Public.** For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:
- If the gross vehicle weight is less than the maximum allowed, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
  - If the gross vehicle weight is more than the maximum allowed, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

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## 2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual item is less than \$250 and the item is not originally a plans quantity item, then the item may be paid as a plans quantity item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

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## 3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that item, except as provided for in Article 4.4., "Changes in the Work."

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## 4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the item of work under the Contract. Until final acceptance in accordance with Article 5.12., "Final Acceptance," assume liability for completing the work according to the Contract documents and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

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## 5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage as approved. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

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## 6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that

have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials that have an invoice cost of at least \$1,000 in the request for MOH payment.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is \$0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records, and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

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## 7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these records daily, signed by the Contractor's representative, for verification by the Engineer. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than \$10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

- 7.1. **Markups.** Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.
- 7.1.1. **Labor.** Compensation will be made for payroll rates for each hour that the labor, foremen, or other approved workers are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.
- 7.1.2. **Insurance and Taxes.** An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost

of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials.** Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment.** Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

7.1.4.1. **Contractor-Owned Equipment.** For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of the *Rental Rate Blue Book* at the time of use.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hours will be paid during a 24-hour day, nor more than 40 hours per week, nor more than 176 hours per month, except when time is computed using a six-day or seven-day workweek. When using a six-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 48 hours per week, nor more than 211 hours per month. When using a seven-day workweek, no more than 8 hours will be paid during a 24-hour day, nor more than 56 hours per week, nor more than 246 hours per month.

7.1.4.2. **Equipment Not Owned by the Contractor.** For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable *Rental Rate Blue Book* rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the *Rental Rate Blue Book* hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that:

7.1.4.3.1. **Contractor-Owned Equipment.** For Contractor-owned machinery, trucks, power tools, or other equipment:

- Standby will be paid at 50% (to remove operating cost) of the FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. **Equipment Not Owned by the Contractor.** For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to

comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.

- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. **Subcontracting.** An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.

7.1.6. **Law Enforcement.** An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.

7.1.7. **Railroad Flagger.** An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.

7.1.8. **Bond Cost.** An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

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## 8. RETAINAGE

The Owner will withhold 5% retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

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## 9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Owner; and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

---

10.

## **FINAL PAYMENT**

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

**APPENDIX A  
QUALITY ASSURANCE PROGRAM  
FOR CONSTRUCTION PROJECTS**





# Quality Assurance Program for Design-Bid-Build Projects

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May 2019

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## TABLE OF CONTENTS

<b>SECTION 1 - INTRODUCTION .....</b>	<b>4</b>
1.1 Overview .....	4
1.2 Support .....	4
<b>SECTION 2 - ACCEPTANCE PROGRAM .....</b>	<b>5</b>
2.1 Overview .....	5
2.2 Sampling and Testing Frequency and Location.....	5
<b>2.3 Documentation.....</b>	<b>5</b>
2.4 Quality Control Sampling and Testing.....	5
2.5 Dispute Resolution.....	5
<b>SECTION 3 - INDEPENDENT ASSURANCE .....</b>	<b>6</b>
3.1 Overview .....	6
3.2 Required Frequencies and Activities .....	6
3.3 Testing Equipment.....	7
3.4 Testing Personnel .....	7
3.5 Comparing Test Results.....	8
3.6 Annual Report of IA Program Results .....	8
<b>SECTION 4 - MATERIALS CERTIFICATION .....</b>	<b>9</b>
4.1 Overview .....	9
<b>SECTION 5 - CONFLICT OF INTEREST .....</b>	<b>10</b>
5.1 Overview .....	10
<b>SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM.....</b>	<b>11</b>
6.1 Purpose.....	11
6.2 Technician Qualification .....	11
6.3 Who Must Be Qualified? .....	11
6.4 Who Can Qualify Sampling and Testing Personnel?.....	11
6.5 Required Certifications for Commercial Laboratory and Contractor Personnel .....	12
6.6 Qualification Procedure .....	12
6.7 Provisional Certifications.....	13
6.8 <b>Responsibility and</b> Documentation.....	14
6.9 Disqualification .....	14
<b>SECTION 7 - LABORATORY QUALIFICATION PROGRAM .....</b>	<b>16</b>
7.1 Purpose.....	16
7.2 <b>Laboratory</b> Responsibility .....	16
<b>7.2.1 CE&amp;I .....</b>	<b>16</b>
<b>7.2.2 District AO Personnel .....</b>	<b>16</b>
<b>7.2.3 District Lab Coordinator.....</b>	<b>17</b>

7.3	Qualification .....	17
7.3.1	District Lab Accreditation .....	17
7.3.2	Commercial Lab and CE&I Qualification Process .....	18
7.4	Calibration Standards and Frequencies for Laboratory Equipment.....	20
7.5	Non-Compliance.....	20
7.6	Documentation.....	20
7.7	Dispute Resolution.....	21

**Appendix A – Acronyms and Definitions**

**Appendix B – Test Methods for Split/Proficiency Evaluation**

**Appendix C – IA Annual Report**

**Appendix D – Material Certification Example Letter for Projects with Federal Oversight**

**Appendix E – Material Certification Example Letter for Projects with Non-Federal Oversight**

**Appendix F – Archived Versions**

## **SECTION 1 - INTRODUCTION**

### **1.1 Overview**

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

### **1.2 Support**

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

## SECTION 2 - ACCEPTANCE PROGRAM

### 2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in [Section 6.7 – Dispute Resolution](#).

### 2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's [Guide Schedule of Sampling and Testing for Design-Bid-Build \(DBB\) Projects](#) (DBB Guide Schedule) or specifications specific to each project.

### 2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

### 2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with [Section 6 – Technician Qualification Program](#) and [Section 7 – Laboratory Qualification Program](#) and will be evaluated under the Independent Assurance Program, as described in [Section 3](#) of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

### 2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

## SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

### 3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

### 3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

**Table 1**  
**Frequencies and Activities Required Under IA System Approach**

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under <a href="#">Section 6</a> and <a href="#">Section 7</a> 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 <a href="#">Section 6</a> and <a href="#">Section 7</a> of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)

Qualification is again required under Section 6 and Section 7 of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

### 3.3 Testing Equipment

**MTD** will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Qualification.

**MTD** may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. **MTD** or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

- A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
- B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

### 3.4 Testing Personnel

**MTD** will qualify district and commercial laboratory personnel performing IA activities, in accordance with Section 6 – Technician Qualification Program.

**MTD** may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify **MTD** in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

### **3.5 Comparing Test Results**

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. [Appendix B](#) gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

### **3.6 Annual Report of IA Program Results**

**MTD** will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See [Appendix C](#) for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in [Appendix B](#);
- number of IA evaluations found to not meet tolerances in [Appendix B](#); and
- summary of any significant system-wide corrective actions taken.



## **SECTION 4 - MATERIALS CERTIFICATION**

### **4.1 Overview**

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to **MTD**.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to **MTD**.

Either letter must be submitted at final acceptance of the project.

## **SECTION 5 - CONFLICT OF INTEREST**

### **5.1 Overview**

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

## SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

### 6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

### 6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the [TxDOT Test Procedures](#).

- [100-E Series \(Soils\)](#)
- [200-F Series \(Bituminous\)](#)
- [400-A Series \(Aggregates and Concrete\)](#)
- [500-C Series \(Asphalt – Tex-500-C and Tex-530-C\)](#)

### 6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in [Section 6.2 – Technician Qualification](#), for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and **Tests (MTD) Division** Director.

### 6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- **MTD** personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE—Each district laboratory will maintain a minimum of one individual qualified by **MTD** or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by **MTD**.

## **6.5 Required Certifications for Commercial Laboratory and Contractor Personnel**

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- [ACI Concrete Field Testing Technician – Grade I](#),
- [ACI Concrete Strength Testing Technician](#),
- [TXAPA HMA Level 1A – Plant Production Specialist](#),
- [TXAPA HMA Level 1B – Roadway Specialist](#),
- [TXAPA HMA Level 2 – Mix Design Specialist](#),
- [TXAPA SB 101 – Property Specialist](#),
- [TXAPA SB 102 – Field Specialist](#),
- [TXAPA SB 103 – Materials Analysis Specialist](#),
- [TXAPA SB 201 – Strength Specialist](#),
- [TXAPA SB 202 – Compressive Strength Specialist](#), and
- [TXAPA AGG101 -- Aggregate Specialists](#).

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by **MTD** to perform technician qualifications, and
- **MTD** personnel.

## **6.6 Qualification Procedure**

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

## 6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

## 6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

## 6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

**Table 2**  
**Levels of Misconduct**

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: <ul style="list-style-type: none"> <li>• falsification of records;</li> <li>• being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project;</li> <li>• re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and</li> <li>• manipulating compensation or production.</li> </ul>

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

## SECTION 7 - LABORATORY QUALIFICATION PROGRAM

### 7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

### 7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

#### 7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

#### 7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.



### 7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

## 7.3 Qualification

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

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

### 7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3  
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

***Deficiency:*** A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

***Observation:*** Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

### **Resolution of Findings**

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

#### ***Deficiencies:***

Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

#### ***Observations:***

No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 - Non-Compliance.

### **7.3.2 Commercial Lab and CE&I Qualification Process**

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

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

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
  - description of equipment,
  - identification of any traceable standard used,
  - frequency of calibration,
  - date of calibration,
  - date of last calibration,
  - date of next calibration,
  - calibrating technician,
  - procedure used to calibrate or verify equipment, and
  - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT’s Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT’s DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT’s MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in [Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment](#).

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

## 7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- [Tex-198-E](#), “Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,”
- [Tex-237-F](#), “Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,”
- [Tex-498-A](#), “Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing,” and
- [Tex-900-K Series](#), procedures for calibrating, verifying, and certifying equipment and devices.

## 7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.

Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

## 7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

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

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

- copy of laboratory qualification certificate issued.

## **7.7 Dispute Resolution**

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

## Appendix A Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

<b>AAP</b>	AASHTO Accreditation Program (AASHTO re:source and CCRL)
<b>AASHTO</b>	American Association of State Highway Transportation Officials
<b>ACI</b>	American Concrete Institute
<b>AO</b>	Area Office
<b>AQMP</b>	Aggregate Quality Monitoring Program
<b>CAR</b>	Corrective Action Report
<b>CCRL</b>	Concrete and Cement Reference Laboratory
<b>CE&amp;I</b>	Construction Engineering and Inspection
<b>CFR</b>	Code of Federal Regulations
<b>MTD</b>	Materials and Tests Division
<b>CMEC</b>	Construction Materials Engineering Council
<b>FHWA</b>	Federal Highway Administration
<b>HMA</b>	Hot-Mix Asphalt
<b>HMAC</b>	Hot-Mix Asphalt Center
<b>IA</b>	Independent Assurance
<b>L-A-B</b>	Laboratory Accreditation Bureau
<b>MPL</b>	Material Producer List
<b>QAP</b>	Quality Assurance Program
<b>QAT</b>	Quality Assurance Test
<b>QC</b>	Quality Control
<b>SM</b>	SiteManager
<b>TXAPA</b>	Texas Asphalt Pavement Association
<b>TxDOT</b>	Texas Department of Transportation

**Abuse**—Careless or deliberate deviation from testing procedures or specifications.

**Acceptance Program**—All factors that comprise TxDOT’s program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

**Accredited Laboratories**—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

**Breach of Trust**—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

**Certified Technician**—A technician certified by some agency as proficient in performing certain duties.

**Independent Assurance (IA) Program**—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

**Material Producer List (MPL)**—TxDOT-approved products and materials from various manufacturers and producers are located at:

<http://www.txdot.gov/business/resources/producer-list.html>

**Neglect**—Unintentional deviations from testing procedures or specifications.

**Proficiency Samples**—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

**Qualified Laboratories**—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

**Qualified Sampling and Testing Personnel**—Personnel who are capable as defined by appropriate programs established by TxDOT.

**Quality Assurance (QA)**—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

**Quality Control (QC)**—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

**TxDOT Standard Specifications**—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

**Verification Sampling and Testing**—Sampling and testing performed to verify the quality of the product.

## Appendix B

### Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within  $\pm 2$  standard deviations of the proficiency sample mean.

*Laboratory Testing Procedures and Tolerance Limits*

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



Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean <sup>1</sup> (4 × 8" specimen)
		14% of mean <sup>1</sup> (6 × 12" specimen)

- The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

# Appendix C IA Annual Report

{Date}

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

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

Dear Mr. Smith:

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

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

cc: Jere A. Williams, P.E.  
Materials and Tests, Division Director  
TxDOT – MTD

# Appendix D

## Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi  
FHWA Texas Division Administration  
FHWA Texas Division Office  
300 East 8th Street  
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:  
CSJ:  
HWY:  
County:  
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

- Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
- There are no exceptions to the plans and specifications on this project.

Sincerely,  
{TxDOT District Area Engineer or Director of Construction}, P.E.  
{Title}

cc: Jere A. Williams, P.E.  
Materials and Tests, Division Director  
TxDOT – MTD

# Appendix E

## Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}  
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:  
CSJ:  
HWY:  
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

- Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
- There are no exceptions to the plans and specifications on this project.

Sincerely,  
{TxDOT District Area Engineer or Director of Construction}, P.E.  
{Title}

cc: Jere A. Williams, P.E.  
Materials and Tests, Division Director  
TxDOT – MTD

## **Appendix F Archived Versions**

The following archived versions of this document are available.

- Effective January 2016–April 2018:  
[ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap\\_dbb\\_0116.pdf](ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf)

**APPENDIX B**  
**GUIDE SCHEDULE OF SAMPLING AND TESTING**

# GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

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JUNE 28, 2019



## Using the Guide Schedule

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

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to **the Materials and Tests Division (MTD)**. For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to **MTD**. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.



This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

*This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.*

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts <b>as directed by the Engineer</b> . Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E. When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E. 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. 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.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	
	Moisture/Density	Tex-114-E		As directed by the Engineer	
	In-place Density (A)	Tex-115-E	<b>As directed by the Engineer</b>	Fill: each 5,000 CY min. 1 per lift.	
Cut: each 6,000 LF					
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	<b>Required only for Type CS backfill</b> . Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.	

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS	
UNTREATED BASE COURSES (Continued)	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.	
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.	
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.	
	Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.	
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.	
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	SUBGRADE BEFORE TREATMENT	Sulfate Content	Tex-145-E	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS	
TREATED SUBGRADE AND BASE COURSES (Continued)	NEW BASE MATERIAL (Continued)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
		Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for <b>Lime</b> . 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 <b>directed by the Engineer</b>		Verify the source is listed on the current Material Producer List for <b>Fly Ash</b> . Only materials from <b>MTD</b> approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES**

			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS	
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment <b>(E)</b>	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 <b>before</b> the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed <b>at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures.</b> Sample in accordance with Tex-100-E.
		In-place Density <b>(A)</b>	Tex-115-E	<b>As directed by the Engineer</b>	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 <b>(A)</b>	Tex-140-E	<b>As directed by the Engineer</b>	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
<b>A</b>	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
<b>B</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).
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>D</b>	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>
<b>E</b>	The Engineer will sample from the completed stockpile at the source and test <b>before</b> placement.
<b>F</b>	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE IA – ASPHALT TREATED BASE (Plant Mix)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill (A)	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. (B)
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime (D) Carbide Lime Slurry: each 100 tons of lime (D) Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer’s Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F, Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.  Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant.  The Engineer must associate one QM sample per project in SM.



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**TABLE IA – ASPHALT TREATED BASE (Plant Mix)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample per project in SM.</p>
COMPLETE MIXTURE	Gradation (A)	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	<p>Sample in accordance with Tex-222-F.</p> <p>Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.</p>
	Laboratory Density (A)	Tex-126-E	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt (A)	Tex-236-F	Plant Mix (C)	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway cores, as directed by the Engineer (C, D)	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

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TABLE IA – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"><li>• Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.</li><li>• 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.</li></ul>
D	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

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Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II – SEAL COAT					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample and test at 1 per 20,000 CY <b>before</b> use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample and test at 1 per 20,000 CY <b>before</b> use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample and test at 1 per 20,000 CY <b>before</b> use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.	

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> <li>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.</li> </ul>
D	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

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**TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)**

			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS	
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation <b>(B)</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 <b>(A) (B)</b>	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials <b>(B)</b>	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion <b>(A) (B)</b>	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for <b>CRSQC</b> , meets the project specifications. If not, sample and submit to <b>MTD</b> for testing <b>before</b> use in accordance with Tex- 499-A. Sample in accordance with Tex-400-A. <b>(C)</b>
		Magnesium Soundness <b>(A) (B)</b>	Tex-411-A		One, each source	Verify the value of the source, as listed on the current <b>CRSQC</b> , meets the project specifications. <b>(C)</b>
	FINE AGGREGATE	Sand Equivalent <b>(B)</b>	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities <b>(B)</b>	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis <b>(A) (B)</b>	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus <b>(B)</b>	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material <b>(B)</b>	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
			PROJECT TESTS			
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue <b>(A) (B)</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 <b>CRSQC</b> , meets the project specifications. If not, sample and submit to <b>MTD</b> for testing <b>before</b> use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. <b>(C)</b>
SILICA FUME		Compliance with DMS-4630 <b>(A)</b>		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide <b>MTD</b> with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 <b>(A)</b>		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to <b>MTD</b> for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for <b>Joint Sealers</b> . If not, sample and test <b>before</b> use in accordance with DMS-6310. <b>(C)</b> Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by <b>MTD</b> . See remarks.	When requested by <b>MTD</b>	Only products listed on the Material Producer List for <b>Concrete Curing Compounds</b> will be allowed. When sample is requested by <b>MTD</b> , sample in accordance with Tex-718-I. Ensure container has been agitated and mixed <b>before</b> sampling. <b>(C)</b>
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for <b>Evaporation Retardants</b> will be allowed. <b>(C)</b>
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from <b>MTD</b> approved sources listed on the Material Producer Lists for <b>Reinforcing Steel Mills</b> and <b>Seven Wire Steel Strand</b> will be allowed. <b>(C)</b>

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**TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by <b>MTD</b>	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from <b>MTD</b> approved sources listed on the Material Producer List for <b>Mechanical Couplers</b> will be allowed. <b>(C)</b>
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by <b>MTD</b> .	1 per batch or shipment	Verify the source is listed on the Material Producer List for <b>Epoxies and Adhesives</b> . If not, sample and test <b>before</b> use in accordance with DMS-6100. Sample in accordance with Tex-734-I. <b>(C)</b>
CONCRETE	Compressive Strength <b>(A)</b>	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements.
	Entrained Air <b>(A)</b>	Tex-416-A or Tex-414-A			Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Temperature of Concrete <b>(A)</b>	Tex-422-A			

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span.

TABLE III – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>
E	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.



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TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> <li>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.</li> </ul>
C	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

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**TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)**

			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS	
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN	Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).	
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.	

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by <b>MTD</b> ; tested by <b>MTD</b> . 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 <b>Joint Sealers</b> . (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by <b>MTD</b> . See remarks.	When requested by <b>MTD</b>	Only products listed on the Material Producer List for <b>Concrete Curing Compounds</b> will be allowed. When sample is requested by <b>MTD</b> , sample in accordance with Tex-718-I. Ensure container has been agitated and mixed <b>before</b> sampling. (C)
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for <b>Evaporation Retardants</b> will be allowed. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from <b>MTD</b> approved sources listed on the Material Producer List for <b>Reinforcing Steel Mills</b> and <b>Seven Wire Steel Strand</b> will be accepted. (C)
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by <b>MTD</b> ; tested by <b>MTD</b> . See remarks.	Refer to Tex-711-I for sampling rates	Only materials from <b>MTD</b> approved sources listed on the Material Producer List for <b>Multiple Piece Tie-bars for Concrete Pavements</b> will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by <b>MTD</b> . See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for <b>Epoxyes and Adhesives</b> . If not, sample and test <b>before</b> use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)
CONCRETE	Strength (A) (B)	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

**TABLE V – FOOTNOTES**

<b>A</b>	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
<b>B</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.
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>D</b>	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.  
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)**  
 (All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot- mix plant in accordance with Tex-500-C, Part II.  Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.  The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.  Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.  The Engineer must associate one QM sample, per project in SM.

This is a guide for minimum sampling and testing.  
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)**  
 (All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #. Does not apply to Items 342 and 348.
	Gradation (A)	Tex-200-F	Engineer Truck Sample (D)	Minimum 1, per 12 Sublots (E)	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F, Part I, VI, VIII	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348)**  
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

**TABLE VI – FOOTNOTES**

<b>A</b>	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
<b>B</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.
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>D</b>	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
<b>E</b>	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, “Limestone Rock Asphalt (LRA),” for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to <b>MTD</b> for testing <b>before</b> use in accordance with Tex-499-A. (D)  Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to <b>MTD</b> for testing <b>before</b> 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.
<b>ASPHALT BINDER</b>	<b>Compliance with Item 300 (A)</b>		<b>Sampling port nearest the storage tank</b>	<b>1 per project, per grade, per source</b>	<b>Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.</b>  <b>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</b>  <b>The Engineer must associate one QM sample, per project in SM.</b>
<b>TACK COAT</b>	<b>Compliance with Item 300 (A) (C)</b>		<b>Distributor</b>	<b>1 per project, per grade, per source</b>	<b>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</b>  <b>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</b>  <b>The Engineer must associate one QM sample, per project in SM.</b>



This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VII – HOT-MIX ASPHALT PAVEMENT (Items 334)**

(Refer to DMS-9210, “Limestone Rock Asphalt (LRA),” for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon- Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor’s results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VII – FOOTNOTES**

<b>A</b>	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
<b>B</b>	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
<b>C</b>	Or as called for in the Specifications.
<b>D</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>E</b>	Perform random sampling as specified in Tex-225-F, “Random Selection of Bituminous Mixture Samples.”
<b>F</b>	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)**

			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS	
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to <b>MTD</b> for testing <b>before</b> use in accordance with Tex-499-A. (C)	
	Magnesium Soundness (A)	Tex-411-A				
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source		Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source		Verify the published value of the source, as listed on the current Material Producer list for <b>BRSQC</b> , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to <b>MTD</b> for testing <b>before</b> use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.	
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>	
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>	
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.	

This is a guide for minimum sampling and testing.  
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)**

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, “Random Selection of Bituminous Mixture Samples.”

This is a guide for minimum sampling and testing.  
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE IX – MICROSURFACING (Item 350)**

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>

This is a guide for minimum sampling and testing.  
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

**TABLE IX – MICROSURFACING (Item 350)**

PROJECT TESTS					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to <b>MTD</b> for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for <b>Cement</b> . If not, sample and submit to <b>MTD</b> for testing <b>before</b> 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**

<b>A</b>	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
<b>B</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.
<b>C</b>	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
<b>D</b>	Each test performed, that is based on a quantity of material, is considered “or fraction thereof” for calculating number of tests.

**APPENDIX C**  
**AASHTO ACCREDITED LABORATORIES**



## **AASHTO Accredited CMT Laboratories in Texas**

\* Directory of accredited laboratories and scope of testing is maintained on the AASHTO Materials Reference Laboratory website at: <http://www.amrl.net>. Laboratory must be accredited for each specific test performed.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

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 appointment of Commissioner Walt Smith as the Hays County representative to the Lower Colorado Regional Water Planning Group (Region K), a five-year term expiring in 2026.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	N/A

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	SMITH

**SUMMARY**

The purpose of the Lower Colorado Regional Water Planning Group (LCRWPG), Region K, is to provide comprehensive regional water planning and to carry out the related responsibilities placed on regional water planning groups by state law. Foremost among those responsibilities is the development of a regional water plan for the planning area. The plan identifies both short and long-term water supply needs and recommends water management strategies for addressing them. The plan is updated every five years. The board is composed of members representing various interest groups from 14 Counties in the region.

**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 First Amendment to the FY 2021 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	

**LINE ITEM NUMBER**

001-657-99-037]

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Marcus Pacheco	BECERRA	N/A

**SUMMARY**

This is a first amendment to the annual grant contract executed for fiscal year 2021 to assist with salaries and operational costs related to GIS Services. This amendment extends the effective date and term of contract and also includes costs for the quarter period beginning October 1, 2021 to December 31, 2021. The amount to be granted to the County for the additional quarter period is not to exceed \$48,431.30. This amount will be reflected with the fiscal year 2022 budget process.

Attachment:

Capital Area Council of Governments (CAPCOG) Interlocal Agreement for 9-1-1 Geographic Information System Database Management Amendment 1

# Amendment 1 to Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

The Capital Area Council of Governments ("CAPCOG") entered into an Interlocal Agreement (ILA) with Hays County on October 1, 2020. This amendment is authorized under Section 13.3 of the original ILA, which amendments by mutual agreement. The purpose of this amendment is to update the scope of work and data requirements related to the transition to Next-Generation 9-1-1 (NG9-1-1) that is expected to occur between September 30 and December 31, 2021, and to extend the performance period and add funding to cover the costs of performing work during these months.

## AMENDMENT

### Section 4: Effective Date and Term of Contract is amended as follows:

4.1: This contract takes effect October 1, 2020, and terminates on ~~September 30~~ December 31, 2021, unless terminated sooner under Section 10.

### Section 5: Contract Price and Payment Terms is amended as follows:

5.1: For work performed under this agreement, CAPCOG agrees to compensate Hays County an amount not to exceed \$234,428.50.

5.2: Hays County agrees to invoice CAPCOG for ~~one quarter~~ of the amounts listed under section 5.1 within five business days of the end of each of the following quarters and as directed by CAPCOG for work performed during these quarters:

October 1 – December 31, 2020: \$46,499.30, due by close of business, Friday, January 8, 2021;

January 1 – March 31, 2021: \$46,499.30, due by close of business, Wednesday, April 7, 2021;

April 1 – June 30, 2021: \$46,499.30, due by close of business, Thursday, July 8, 2021;

July 1 – September 30, 2021: \$46,499.30, due by close of business, Thursday, October 7, 2021;  
and

October 1 – December 31, 2021: \$48,431.30, due by close of business, Monday, January 10, 2022.

**Attachment A: Scope of Work is amended as indicated in Attachment A to this document.**

**Attachment B: Technical Requirements is amended as indicated in Attachment B to this document.**

Hays County

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Betty Voights

Title \_\_\_\_\_

Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date of County Governing Body Approval:

\_\_\_\_\_

# Attachment A: Scope of Work

## Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

## Definitions

### Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database:** The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points ([SSAPs](#)), road centerlines ([RCLs](#)), PSAP boundaries, Emergency Service Boundaries (ESBs), [Emergency Service Zone \(ESZ\) boundaries](#), and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. **Data Layer:** Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Address Points (SSAPs):** A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. **Road (Street) Centerlines (RCLs):** A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. **City Limit (Municipal) Boundary:** A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. [Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.](#)
6. **Automatic Location Information (ALI) Database:** A tabular database of landlines telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
- 5-7. **Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

### Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary:** The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

Note:

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, [disannexations](#), consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. ~~Public Safety Answering Point (PSAP) boundary~~: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an [Emergency Medical Services \(EMS\) ESB](#) layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
- 5.6. [Geo-MSAG: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALL to RCL records as described later in this document.](#)
- 6.7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

#### **Quality Control terminology:**

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors [that affect call and dispatch routing](#) that will ultimately be used by the PUBLIC AGENCY ~~that to~~ provisions (determines acceptable) data ~~for to~~ CAPCOG's NG9-1-1 system in the near future. [EGDMS cannot assess "significant" errors that affect dispatch.](#)
2. **Data Hub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in an PUBLIC AGENCY's 9-1-1 GIS database. [DataHub is the system that will provide data to a call taker's map display in the near future.](#)
3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update

5. **Accuracy Rate:** The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
- 5-6. **Error Rate:** The ~~ratio of total number of~~percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.~~errors to total number of features (records) within a specific data layer, or in aggregate for a defined geographic area~~
- 6-7. **Critical Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database ~~update found by the AT&T/Intrado Enterprise Geospatial Database Management (assessed by EGDMS) or GeoComm's DataHub quality-control software~~ that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
- 7-8. **Significant Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
- 8-9. **Other Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

## Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. PSAP boundaries
5. Law ESB
6. Fire ESB
7. Emergency Medical Service ESB
- 7-8. ESZs
- 8-9. Other pertinent information

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, ~~alter PSAP boundaries, or alter ESB boundaries~~alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries,



provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information deriving from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled quarterly 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

## Task 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.<sup>1</sup> PUBLIC AGENCY must maintain at least one ESRI's ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG, or more frequently as specified by CAPCOG once PUBLIC AGENCY has completed the transition to NG9-1-1. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, ~~or~~ and "significant" errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG's GIS Planning Committee, CAPCOG staff will develop performance

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<sup>1</sup> Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ~~automatic location information (ALI) and MSAG~~ databases within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map, and providing ~~Master Street Address Guide (MSAG)~~ updates and corrections to the database vendor. If PUBLIC AGENCY has met the required 98% match between ALI to RCL s determined by Intrado and transitioned to a GeoMSAG, MSAG database updates and management will be made through uploads of the RCL GIS feature class to EGDMS.

## Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database ~~or certify that no action was taken relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.~~
- ~~If applicable, t~~The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues ~~in the prior month~~during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
  - Late or incomplete data submissions;
  - ~~○ Submission of data with legacy errors;~~
  - ~~○ Submission of data with new errors;~~
  - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, ~~and-or~~ significant error rates; and
  - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

## **CAPCOG Guidance and Direction**

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Prior to transitioning PUBLIC AGENCY to NG9-1-1, CAPCOG will issue an addendum with a modified scope of work that will cover expectations once a transition to NG9-1-1 occurs. CAPCOG also anticipates issuing updated performance goals for critical error accuracy rates, significant error accuracy rates, and frequency of database updates once a local government has transitioned to NG9-1-1 following the 7/23/2021 GISPC meeting.



# CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0-3 (2017-2021)

## 1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the , Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) standards as they are developed and evolve over time. ~~We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). These data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources and training, as well, that and CAPCOG has created and will can provide several of these on its own Web Site.~~

As per "Task 1.A and Task 2.A" in "Attachment A: Scope of Work", please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1<sup>st</sup> business day of each month. This ensures that data is available for the PSAPs by close of the 7<sup>th</sup> business day of that month. Submissions may be sent up to five business days before the 1<sup>st</sup> business day of the next month, but ideally would be sent on the 1<sup>st</sup> business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business the 5<sup>th</sup> business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1<sup>st</sup> business day of the month, CAPCOG must be made aware and will work with county to obtain that month's data. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5<sup>th</sup> business day of that month.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in "Task 1B, county shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred. Note

that regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. ~~For example, the “L\_ESN” field must be Text type with a character width of 5.~~ Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the “Database Format” sections for each dataset. The data fields shown as **Mandatory** and **Conditional** must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals

**LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without ~~decimals~~decimals in the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

## 2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

### 2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation “DRVW” entered in the ‘street name (ST\_NAME)’ field and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as “topology”, and especially important for NG9-1-1 purposes.

### 2.2 Database Format

<b>FIELD NAME</b>	<b>M/C/O</b>	<b>TYPE</b>	<b>WIDTH</b>	<b>DESCRIPTION/ VALID ENTRIES</b>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	<del>O</del> <b>M</b>	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP. -May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	<u>ID for each road segment – CAPCOG will populate Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us</u>

COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by <b>MSAG-ESN</b> on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by <b>MSAG-ESN</b> on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<b>Legal</b> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	<b>B, FT, TF</b> for <b>Both</b> , <b>FROM</b> node to <b>TO</b> node, <b>TO</b> node to <b>FROM</b> node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

## 2.2 ROC Codes ('Street Type' Designation)

IH – Interstate

US – US highways

SH – State highways  
 FM – Farm to Market, Ranch Road, Ranch to Market  
 LS – City Street, County Road, Park Road, Recreational, Frontage Road  
 AC – Access Road, Crossover  
 PVT- Private Road  
 TR – Toll Road  
 RAMP- On-ramp, Off-ramp  
 DW – Driveways

### 2.3 Road Class Types

Primary  
 Secondary  
 Local (City, Neighborhood, or Rural Road)  
 Ramp  
 Service (usually along a limited access highway)  
 Vehicular Trail (4WD, snowmobiles)  
 Walkway (Pedestrian Trail, Boardwalk)  
 Alley  
 Private (service vehicles, logging, oil fields, ranches, etc.)  
 Parking Lot  
 Trail (Ski, Bike, Walking / Hiking Trail)

## 3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

### 3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

### 3.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	<del>MO</del>	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field</i>
SITEUNQID	M	TEXT	100	<del>Globally Uniqueunique</del> ID for each address site <i>or structure. Ex. 2545AP@co.lee.tx.us – CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with “UNINCORPORATED”
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. “WARD 5 FRIENDSHIP DISTRICT”
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B

PRE\_MOD

O

TEXT

15

Word or phrase separate from type and direction that precedes PRE\_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass



PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<b>Legal</b> street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Preceded by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

## 4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

### 4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- ~~50~~3 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

## 4.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: <a href="mailto:sip:sos.law@city.ooo.tx.us">sip:sos.law@city.ooo.tx.us</a> <a href="mailto:sip:sos@ausxtxem1.travis.tx.us">sip:sos@ausxtxem1.travis.tx.us</a>
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" <i>CAPCOG will concatenate</i>
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

\* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

## 5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

### 5.1 Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should be within +/- 3 feet of their true location with no gaps or overlaps and can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon**

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement
- Fire
- Emergency Medical Services (EMS)

Other Emergency Service Boundaries MAY include, but are not limited to:

- Poison Control
- Forest Service
- Coast Guard
- Animal Control

### 5.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
<u>DISCRPAGID</u>	<u>M</u>	<u>TEXT</u>	<u>75</u>	<u>Agency that last updated the record, i.e. BASTROP, BURNET</u>
<u>DATEUPDATE</u>	<u>M</u>	<u>DATE</u>	<u>26</u>	<u>Date of last update using ISO 8601 format</u>
<u>EXPIRE</u>	<u>O</u>	<u>TEXT</u>	<u>26</u>	<u>Unique tandem routing code CAPCOG will populate</u>
<u>EFFECTIVE</u>	<u>O</u>	<u>TEXT</u>	<u>26</u>	<u>The date and time when the information in the record is no longer considered valid.</u>
<u>ES_NGUID</u>	<u>M</u>	<u>TEXT</u>	<u>254</u>	<u>Globally unique ID for each emergency service boundary polygon – Ex. 210EMS@blanco.co.tx.us</u>
<u>STATE</u>	<u>M</u>	<u>TEXT</u>	<u>2</u>	<u>State name by two letters defined by USPS publication 28</u>
<u>AGENCYID</u>	<u>M</u>	<u>TEXT</u>	<u>100</u>	<u>A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov</u>
<u>SERVICEURI</u>	<u>M</u>	<u>TEXT</u>	<u>254</u>	<u>URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us</u>
<u>SERVICEURN</u>	<u>M</u>	<u>TEXT</u>	<u>50</u>	<u>The URN for the Emergency Service or other Well-Known Service*</u>
<u>SERVICENUM</u>	<u>M</u>	<u>TEXT</u>	<u>15</u>	<u>The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex: 911</u>
<u>AVCARDURI</u>	<u>C</u>	<u>TEXT</u>	<u>254</u>	<u>URI for the vCARD of contact information</u>
<u>DISPLAYNAME</u>	<u>M</u>	<u>TEXT</u>	<u>60</u>	<u>Name of the service provider that offers services within the area of an Emergency Service Boundary</u>

## **56 Municipal Boundary**

This polygon data represents municipal boundaries in the CAPCOG region.

### 5.16.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within ~~+/- or~~ 50-3 feet of their true location with no gaps or overlaps

### 5.26.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
<u>SOURCE</u>	<u>M</u>	<u>_TEXT</u>	<u>75</u>	<u>Agency that last updated the record, i.e. CALDWELL, LLANO</u>
<u>PROVIDER</u>	<u>M</u>	<u>_TEXT</u>	<u>75</u>	<u>The name of the regional 911 authority CAPCOG will populate</u>
<u>LAST_MOD</u>	<u>M</u>	<u>_DATE</u>	<u>26</u>	<u>Date of last update using ISO 8601 format</u>
<u>EFF_DATE</u>	<u>O</u>	<u>_DATE</u>	<u>26</u>	<u>Date the new record information goes into effect in ISO 8601 format</u>
<u>POLY_ID</u>	<u><del>OM</del></u>	<u>_LONG</u>	<u>DEFAULT</u>	<u>Numeric Polygon ID CAPCOG will populate <u>prior to uploading to PSAP.</u> May also serve as a placeholder field to populate <u>MUNIUNQID field</u></u>
<u>MUNIUNQID</u>	<u>M</u>	<u>_TEXT</u>	<u>100</u>	<u>Globally Unique ID for each municipality - . Ex. 9847INCM@austintexas.gov CAPCOG will populate</u>

COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

**Attachment B, Part 2:**

**Guidance Document for CAPCOG Next Generation 9-1-1 GIS Data (Version 2, 2020)**

**Guidance Document for CAPCOG Next Generation 9-1-1 Geographic Information System (GIS) Data  
Version 2: April 2020**

**Introduction:**

As the Transition Workflow Cycle of the Next Generation 9-1-1 Database Program Interlocal Agreement (ILA) describes, our region is moving closer and closer to deploying a Next Gen 9-1-1 system that enables emergency calls to route to the correct PSAP based on GIS data. This transition begins the process of moving away from our traditional MSAG-based (tabular database) routing system to one that will be faster, more reliable, and enable multimedia such as pictures and videos to be sent to 9-1-1 call takers. However, in order to move to this new system, several changes need to be made to our workflows and data. Perhaps the biggest change is that we will be utilizing new cloud-based software packages to assist with quality control (QC). One of these solutions will also ultimately become the mechanism by which 9-1-1 GIS data is supplied to PSAPs, which could ultimately be done at any time throughout the month as opposed to just once.

The intention of this document is to serve as a guide for county coordinators in the preparation of this transition, and to provide detailed technical information regarding how to prepare the 9-1-1 GIS data submission. CAPCOG reserves the right to unilaterally update this guidance document at any time.

**Summary of Changes:**

Below is a list of items we need to accomplish, as outlined in the Transition Workflow Cycle of the ILA.

- Create globally unique IDs (GUIDs) for all features in all feature classes of the GIS database in order to track changes to data over time
- Utilize the "Last\_Modified" date field in order to track new and legacy data
- Incorporate emergency service boundaries into data or determine a process to create and manage them
- Determine if changes to PSAP boundary coverage areas need to be made
- Determine if changes to provisioning boundaries need to be made
- Participate in training opportunities for the EGDMS and Data Hub QC platforms
- Field map and upload data to EGDMS and Data Hub
- Retrieve errors from QC software and correct them

**Globally Unique IDs (GUIDs):**

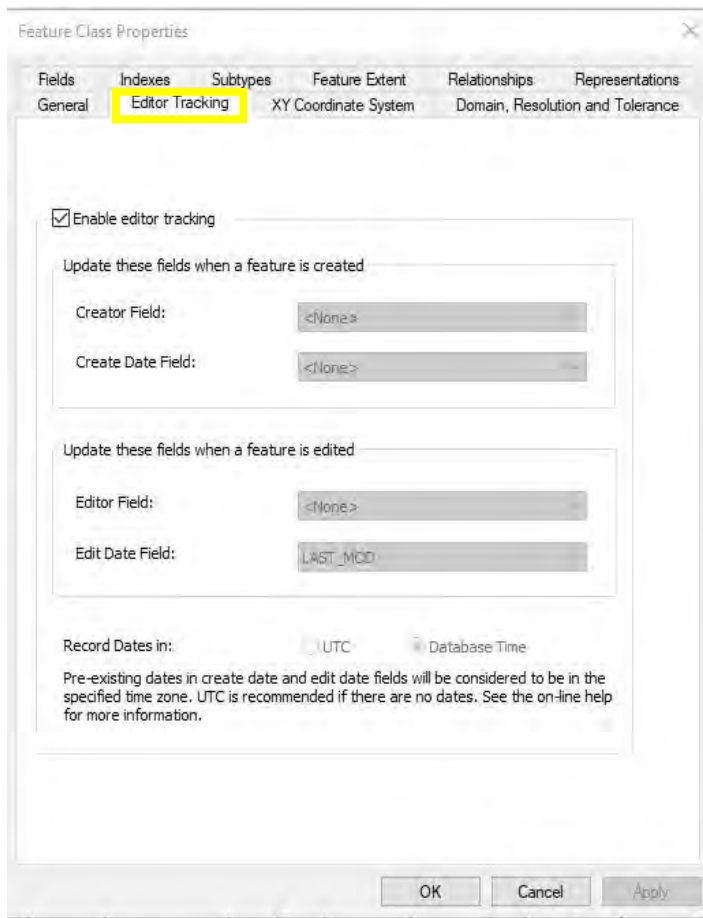
In a Next Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency Number Association) that stipulates data must include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided by CAPCOG.

Each GUID should remain unchanged for the life span of the GIS data so that it supports the resolution of errors through quality control discrepancy reporting, and allows for us to track changes to data overtime.

### Using the “LAST\_MOD” Field:

Attachment B of the ILA, entitled “CAPCOG NG9-1-1 Transitional GIS Data Requirements” describes a “LAST\_MOD” or Last Modified date field in each of the GIS data layers and is marked as mandatory for completion. In order for CAPOG to begin tracking what is ‘new’ data and what is ‘legacy’ data, we need this field to be completed in each of the data layers. Our goal in differentiating between these two datatypes is so that we can determine if progress is being made in data error correction. Use of this field will also be monitored and included in the performance reports that CAPCOG will send out each month.

If there is a GIS feature that was created prior to October 1, 2019 and the LAST\_MOD field is NULL or otherwise not known, this field should be populate with a date of 10/1/2019 and will be counted as legacy data. One way to have this field updated automatically when editing or creating features is to use ‘editor tracking’ on the feature class. This can be done by right-clicking the feature class in ArcCatalog and then selecting ‘Properties’. When the Feature Class Properties dialog box opens, select the ‘Editor Tracking’ tab. The below image shows how this can be set up:



- Check the ‘Enable editor tracking’ box
- Set the ‘Edit Date Field’ to LAST\_MOD
- Select ‘Database Time’ to record dates

### New Quality-Control (QC) Platforms:

The Capital Area Emergency Communications District (CAECD) has purchased two all-new quality control systems for our counties to use. These will be used as a means to not only quality control GIS data and return the results of errors but, in the case of the Enterprise Geospatial Database Management System (EGDMS), will actually *provide* data to the functional elements of a NG9-1-1 environment. Again, in NG9-1-1, GIS data is the driver of call routing!

### Enterprise Geospatial Database Management System (EGDMS)

*Vendors: AT&T and Intrado*

The Enterprise Geospatial Database Management System (EGDMS) is a web application that serves as the front-end user interface for the NENA Spatial Interface (SI) requirement. GIS data submitted through EGDMS is validated, coalesced, and used for provisioning to NG9-1-1 (sometimes referred to as i3) systems which are called the ECRF and LVF. These stand for Emergency Call Routing Function and the Location Validation Function. Both of these elements are major components in the NG9-1-1 environment

One of the biggest advantages in moving to this system is that it will enable counties the ability to update PSAP map data much more frequently than our current workflow of just once a month.

EGDMS includes the following features:

- Secure 2-factor authentication
- A file upload user interface that enables customers to identify the contents of the upload
- Acceptance of file geodatabase files and shapefiles (although no one should be using shapefiles!)
- Attribute field mapping configuration that is customer-driven
- Automated schema change detection and error notification
- Automated email notification for upload and processing status
- GIS data validation report retrieval

As a QC platform, EGDMS will find “critical” errors as outlined in [Transition Workflow Cycle Attachment A: Scope of Work of the ILA](#). Critical errors have the potential to negatively affect the call routing process and, as such, need to be corrected. Please review the EGDMS user guide for detailed

*A note: CAPCOG will provide a spreadsheet that shows the fields used by EGDMS and the corresponding CAPCOG data model fields. This will aid in the field mapping portion of configuring your agency EGDMS account.*

Each coordinator, and in some cases staff, will be provided a username by Intrado in order to login. Previous Entrust tokens can still be used. Those that do not have Entrust tokens will be provided one by CAPCOG. Entrust tokens are key fobs that provide a unique number that is to be used when accessing EGDMS.

After an initial upload of GIS data has been submitted to EGDMS, Intrado will then provide a subsequent training session in which they will discuss how to retrieve errors from the system.

~~\*\*EGDMS also provides the user with the ability to mark features as exceptions, however only in the road centerline-Feature Class. This is because EGDMS does not look for critical errors in address point, ESZ, or city limits data\*\*~~

~~**Note: due to technical issues with EGDMS that have not yet been resolved as of February 28, 2020, County will only be required to start using EGDMS after it receives notification from CAPCOG's project representative to do so.**~~

~~GeoComm GIS Data Hub~~

~~Vendor: GeoComm~~

~~The GeoComm GIS Data Hub is a robust web-based GIS data management solution that helps transform, quality check (QC), report, aggregate, and provision GIS data using predefined, standardized processes to ensure the timely delivery of GIS data to your 9-1-1 system. Offering virtually unlimited quality control tools, GIS Data Hub ensures greater accuracy of the data and helps you meet your obligated GIS responsibilities for NG9-1-1. The GIS Data Hub is designed to simplify the user experience. Your system administrator grants access to only content specific to your role, project and/or client. As a System User, your primary role is submitting GIS data for validation.~~

~~Data Hub is able to do the following:~~

- ~~● Provide GIS data insights through rigorous quality control and reporting processes~~
- ~~● Transform disparate GIS datasets into a common schema (which is based on the NENA GIS data model)~~
- ~~● Aggregates GIS datasets into a seamless coverage area~~
- ~~● Provides map data packages formatted to meet 9-1-1 mapping and Computer Aided Dispatch (CAD) systems~~

~~In addition to also being able to find critical errors like EGDMS, Data Hub will also find "significant" and "other" errors as d. As described in the Transition Workflow Cycle of the ILA Attachment A: Scope of Work, significant error types are those that negatively impact dispatch systems and other systems used for routing of emergency vehicles. As such, they should be corrected. Other error types are those that while they may not impact system functionality are recommended to be corrected to maintain~~

~~\*\*This QC platform also offers users the ability to create an exceptions field in their GIS data that can be used to keep Data Hub from continuously reporting errors that are not actual (or legitimate) errors\*\*~~

~~Please review the Data Hub user guide to find detailed information about the system and what all it is capable of doing.~~

~~New GIS Data:~~

~~In addition to the traditional GIS data submitted to CAPCOG, there will be some new Feature Classes that will be required for data submissions to EGDMS, Data Hub, and CAPCOG.~~

~~Provisioning Boundary:~~

~~This polygon layer defines the area of GIS data provisioning responsibility, with no unintentional gaps or overlaps. It should contain (include) all your agency's data within it. The Provisioning Boundary must be~~

agreed to by all adjoining data provisioning providers. When submitting GIS data, a 9-1-1 Authority (or 9-1-1 Authority designee) MUST only include GIS data for their geographic area of responsibility (provisioning boundary) and MUST ensure the data includes coverage for the entire extent of that area. CAPCOG will provide Provisioning Boundaries to all counties with the expectation that we will all work together should they need to be altered. These boundaries are continually updated and as they are finalized, CAPCOG will make updated versions available to all partner 9-1-1 authorities to use in the subsequent month's data upload, and quality checks should be made only against the provisioning boundaries provided by CAPCOG.

#### Emergency Service Boundaries:

Not to be confused with Emergency Service Zones (ESZs, sometimes referred to as ESNs) which are polygon layers that represent unique combinations of fire, law, and EMS responder zones for a geographic area, Emergency Service Boundaries are **individual** GIS data layers that define the geographic area for **single** response service types. This means that instead of one polygon layer representing all responder types, there are now three separate GIS layers for Law, Fire, and EMS. Each of these layers is used by the NG9-1-1 system to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location. Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched.

There MUST be a SEPARATE Emergency Service Boundary layer for each type of service.

The set of Emergency Service Boundaries MUST include the following:

- Law Enforcement (LAW)
- Fire
- Emergency Medical Services (EMS)

The addition of ESBs does not mean that our traditional ESZ (sometimes referred to as ESN) layer will be discontinued. CAPCOG still expects counties to maintain and submit ESZ layers as they have. Counties MAY maintain the Emergency Service Boundary layers as a combined or single layer for each emergency service, however, when exchanging emergency service boundary information in an NG9-1-1 environment, Emergency Service Boundaries MUST be exchanged as individual layers for each emergency service type (e.g. one for law, one for fire, and one for EMS).

ESB maintenance is described in detail in the CAPCOG document titled "Globally Unique IDs (GUIDs)".

Note, these new layers must be in the correct schema which CAPCOG will also provide. The schema that will be used is also shown in the associated "EGDMS Field Mapping to CAPCOG" spreadsheet.

**\*Expected Field Values:** With the addition of the ESBs to our workflow, there are a couple of new fields that come with these layers that have haven't used before. Please consult the associated field mapping documentation for further information. The new fields are:

- **Service URI:** In the case of ESBs, this field corresponds to the PSAP covering that area and should only be completed if the responding agency is also a PSAP
  - **Ex:** The Leander PD polygon in the LAW ESB for Williamson County would get the associated Service URI for the Leander PD PSAP. However, the polygon for Granger PD's coverage area would NOT get a Service URI as it is not a PSAP. A list of Service URIs for



*each PSAP can be found in the Transitional Guidance folder CAPCOG uploaded to the FTP site.*

- **Discrepancy Agency ID:** This is the name of the data source. It will be the name of the county submitting the upload.
- **Agency ID:** Domain name of the agency (county) uploading. A list of these domains can be found in the “How to Create Globally Unique IDs (GUIDs)” document

#### PSAP Boundaries:

PSAP boundaries are a single GIS layer that is comprised of polygons (in some cases just a single polygon) that show the geographic coverage area for PSAPs within your county. The primary use for this layer is to route and deliver 9-1-1 calls to the correct PSAP, thus making it the **most important layer**. It is critical that there are no **gaps** or **overlaps** between external (at county borders) and internal (borders within the county). This layer will be managed and edited by CAPCOG but it is absolutely imperative that county coordinators work with CAPCOG to ensure things are correct.

CAPCOG will provide to the counties PSAP boundaries we have created and will continually make updates to them as needed and send to county coordinators. Coordinators will need to review this layer and send CAPCOG any suggested edits or questions. CAPCOG created these using the city limits layer submitted by each county. Coordinators should use the latest PSAP boundaries provided by CAPCOG for the subsequent month's data upload. Quality checks should be made only against the provisioning boundaries provided by CAPCOG.

**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 an amended Interlocal Cooperation Agreement between Hays County and Blanco County regarding a rate change for the housing and care of Hays County inmates from \$45.00 per inmate per day to \$52.00 per inmate per day, effective October 1, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	\$52 per inmate per day

**LINE ITEM NUMBER**

001-618-03.5361

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

**SUMMARY**

Blanco County is raising its daily rate for the housing and care of Hays County inmates from \$45 per inmate per day to \$52 per inmate per day, effective October 1, 2021.



400 SOUTH U. S. 281 HWY  
JOHNSON CITY, TEXAS 78636

DON JACKSON  
SHERIFF

NEAL LEONARD  
CHIEF DEPUTY

Tuesday, August 3, 2021

To Whom It May Concern,

Blanco County would like to notify all involved parties that the rate for housing inmates will increase from FORTY-FIVE DOLLARS (\$45.00) per day to FIFTY-TWO DOLLARS (\$52.00) per day effective October 1, 2021. The rising costs of housing inmates has made it necessary to raise the daily rate. We value our relationship with you and strive to provide the best service and care possible.

If you have any questions, please feel free to reach out to any of the following:

Lt. Julie Bussey  
Jail Administrator  
[jbussey@co.blanco.tx.us](mailto:jbussey@co.blanco.tx.us)

Don Jackson  
Sheriff  
[djackson@co.blanco.tx.us](mailto:djackson@co.blanco.tx.us)

Lea Elsbury  
Admin. Director LEC Operations  
[lelsbury@co.blanco.tx.us](mailto:lelsbury@co.blanco.tx.us)

Sincerely,

Lea Elsbury  
Admin. Director LEC Operations

**INTERLOCAL COOPERATION AGREEMENT  
FOR PRISONER HOUSING**

THIS AGREEMENT is made and enter into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between COUNTY OF BLANCO, TEXAS; a political subdivision of the great State of Texas, herein after referred to as "BLANCO", and COUNTY OF HAYS, TEXAS, also a political subdivision of the great State of Texas, herein after referred to as" HAYS".

WHEREAS, BLANCO is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related to services for the benefit of the citizens of BLANCO County; and,

WHEREAS, HAYS is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related to services for the benefit of the citizens of HAYS County; and,

WHEREAS, BLANCO and HAYS desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and,

WHEREAS, BLANCO and HAYS mutually desire to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act.

NOW THEREFORE, BLANCO and HAYS, for the mutual consideration herein after stated, understand and agree as follows, to-wit:

**I. Term of Agreement**

The term of this Agreement is for twelve months from date of acceptance by BLANCO and shall be automatically renewed for successive one-year terms thereafter unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention not to renew this Agreement subject to the terms and conditions set out in section VII hereof.

**II. BLANCO Duties**

For the purposes and consideration herein stated and contemplated. BLANCO shall provide the following necessary and appropriate services for HAYS to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex and national origin, to-wit:

Provide HAYS and its Sheriff's Office with access to and use of the BLANCO County Jail Facilities for the holding and incarceration of HAYS prisoners on a space available basis, including but not necessarily limited to, adequate personnel necessary to supervise such prisoners, clothing, food, routine medical services, and other appropriate necessities with respect to the number of prisoners that BLANCO is holding in its jail facilities for HAYS. BLANCO agrees to provide HAYS with access to and the use of these facilities and services so long as such facilities shall be available in consideration of the requirements of the Texas Jail Standards Commission, subject to the termination rights hereinafter set forth.

Routine medical services include on-site sick call provided by on-sight staff and non-prescription, over the counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside BLANCO's facility or by other facility staff, prescription drugs and treatment, or surgical, optical, dental or mental health care, and does not include costs associated with any hospitalization of an inmate. When it becomes necessary for an inmate to be hospitalized, BLANCO shall contact HAYS, through the Sheriff or his designated representative, as soon as possible to inform HAYS of the fact that the inmate has been, or is to be, hospitalized and the nature of the illness or injury that has required hospitalization.

In the event that BLANCO Jail Facility shall be at maximum capacity, BLANCO reserves the right to require the removal or transfer of HAYS's prisoners within eight (8) hours after notice to HAYS, and BLANCO agrees to notify HAYS as soon as possible when a HAYS prisoner must be removed from the BLANCO facilities because of capacity limits.

In no event shall BLANCO be required to accept HAYS prisoners under the terms and conditions of this Agreement if such transfer of prisoners will cause BLANCO Jail facilities to be in violation of the Texas Jail Standards Commission. BLANCO, in its sole discretion, shall determine whether a HAYS prisoner shall be accepted for incarceration by BLANCO. Nothing contained herein shall be construed to compel BLANCO to accept any prisoner if it would place BLANCO in violation of any law or regulation or court order.

Nothing contained herein shall be construed to compel BLANCO County Sheriff, acting in his official capacity as keep of the jail, to accept any prisoner for any reason. The BLANCO County Sheriff, in his sole discretion, shall have the right to refuse to accept or to require the removal of any prisoner from the BLANCO County Jail if her feels it is in the best interest of BLANCO.

### **III. HAYS Duties**

HAYS agrees to bring with each prisoner delivered to the BLANCO County Jail all packets, jail cards, classification data and other information in the possession of HAYS regarding each prisoner, and has the duty to immediately advise BLANCO of any known dangerous propensities and medical issues, including but not limited to, special diet, medications, or exercise regimen applicable to each prisoner delivered to BLANCO.

HAYS shall be responsible for providing the personnel and equipment to administer to HAYS's prisoners during court proceedings and transport of prisoners to and from court proceedings.

HAYS shall be responsible for providing guard service if any of its prisoners are admitted to a hospital or other medical facility. If manpower is unavailable, BLANCO may provide this guard service at a rate of \$45.00 per hour per officer for which HAYS agrees to pay BLANCO.

HAYS shall be solely in charge or responsible for the computation or processing of inmate time of confinement, including, but not limited to, computation of good time, awards/credits and discharge dates. It shall be the responsibility of HAYS to notify BLANCO of the discharge date for an inmate at least twenty-four (24) hours before such date. BLANCO will release inmates only when such release is specifically requested in writing by HAYS's Sheriff. However, it is agreed that the preferred and usual course of dealing between parties shall be for HAYS to pick up and return inmates to HAYS before their

discharge date, and for HAYS to discharge the inmate from its own facility. HAYS is responsible for all paperwork, arrangements and transportation for inmates to be transferred to TDCJ, Institutional Division.

#### **IV. Operations and Safety**

BLANCO shall be in charge of all control techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regards to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper executions and completion of the duties and obligations of BLANCO state in this Agreement, and give all attention necessary for such proper supervision and direction.

Pursuant to Texas Government Code Chapter 791, all BLANCO jailers and assistant jailers shall be commissioned peace officers .

BLANCO and HAYS hereby agree that BLANCO will not house any injured prisoner unless HAYS has furnished an acceptable medical release, signed by medical personnel, certifying that the prisoner may be incarcerated.

BLANCO and HAYS understand and agree that neither entity is an agent, employee, servant or representative of the other entity, that each entity is responsible for its own acts, deed, negligence and/or omissions and for those of its agents of employees, and that neither entity's respective agents, employees, servants or representatives shall represent themselves to be agents, employees, servants or representatives of the other entity.

HAYS agrees to indemnify and hold harmless BLANCO, its agents, officers and employees from any and all claims, costs, damages, judgements and other expenses, including reasonable attorney's fees, arising from injuries to persons or damage to property occurring in connection with the performance of their duties unless such injuries or damages are a result of the negligent or intentional wrongful acts of BLANCO's agents, officers or employees.

#### **V. Written Communications**

The address of BLANCO is:

Blanco County Commissioners Court  
Blanco County Courthouse  
PO Box 471  
Johnson City, TX 78636

The address of HAYS is:

Hays County Commissioners Court  
Hays County Courthouse

111 E. San Antonio St., Ste. 300  
San Marcos, TX 78666

## **VI. Compensation**

For the services hereinabove stated, HAYS agrees to pay BLANCO, for the full performance of this Agreement, the sum of FIFTY-TWO AND NO/100 Dollars (\$52.00) for each day or any portion of a day that each HAYS prisoner is confined in BLANCO's facilities. The term "day" is defined as 12:00:00 am through 11:59:59 pm Central Standard Time.

HAYS further agrees to reimburse BLANCO for damages which are directly caused to BLANCO facilities or employees by the direct action of a HAYS prisoner.

HAYS agrees to fully and promptly reimburse BLANCO for all medical expenses and all directly related transportation costs incurred by BLANCO and medically necessary to the health, safety and welfare of HAYS's prisoners. BLANCO has the right to arrange for the hospital or health care provider to bill HAYS directly for costs of the transportation, hospitalization and/or medical care, rather than BLANCO paying the costs and billing the same to HAYS.

BLANCO will submit an itemized invoice for services provided each month to HAYS. Invoices will be mailed to:

Hays County Sheriff's Office  
810 S. Stagecoach Trail  
San Marcos, TX 78666

HAYS shall make payment to BLANCO within thirty (30) days after the receipt of the invoice. Payment shall be in the name of BLANCO County, Texas and shall be remitted to:

Blanco County Sheriff's Office  
Attn: Lea Elsbury  
400 US HWY 281 South  
Johnson City, TX 78636

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10% or the maximum legal rate applicable thereto, which shall be a contractual obligation of HAYS under this Agreement. HAYS further agrees that BLANCO shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this Agreement.

## **VII. Termination**

This Agreement may be terminated at any time, by either party giving thirty (30) days written notice to the other party. In the event of such termination by either party, BLANCO shall be

compensated for all services performed through the date of termination, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should BLANCO be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by his Agreement, then HAYS shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

**VIII. Entire Agreement**

This Agreement represents the entire and integrated agreement between BLANCO & HAYS and supersedes all prior negotiations, representations, statements, agreements, and understandings relating to its subject matter, whether verbal or written. This Agreement may be amended only by written instrument signed by both BLANCO and HAYS.

**IX. Jurisdiction**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

**X. Severability**

In the event one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement shall be construed as if that portion were not included in the agreement and the agreement shall remain valid and binding.

**XI. Assignability**

Neither party may assign any rights or duties created by this Agreement without the other party's prior written approval. HAYS acknowledges that no BLANCO officer, agent, employee or representative has any authority to grant such assignment unless BLANCO County Commissioners Court expressly grants that authority. BLANCO acknowledges that no HAYS officer, agent, employee, or representative has any authority to grant such assignment unless HAYS County Commissioners Court expressly grants that authority.

**XII. Legal Authority**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are not in full force and effect.



Executed in multiple originals on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AGREED TO  
BLANCO COUNTY, TEXAS

AGREED TO  
HAYS COUNTY, TEXAS

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
County Sheriff

ATTEST:  
By: \_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved to this form:

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
County Sheriff

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved to this form:

By: \_\_\_\_\_  
General Counsel

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 County Judge to execute a Contract Amendment with JM Engineer, LLC. related to Traffic Counter Inspection and Maintenance pursuant to RFP 2020-P15.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	\$5,254

**LINE ITEM NUMBER**

First Year Fund 033- Pass Thru Road Bonds / Year 2 and on Fund 020-RBG

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

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

**SUMMARY**

On March 30, 2021 the Commissioners Court approved a contract with JM Engineering, LLC. for Traffic Counter Inspection and Maintenance as a result of formal solicitation RFP 2020-P15.

After the completion of JM Engineering, LLC. site assessments, it was discovered that all 8 modems need to be updated and two additional modems need to be purchased. This increases the contract by \$7,300.00.

JM Engineering, LLC. also discussed with the Hays County IT department about Hays County furnishing the Data Recovery PC that was included in the contract, this will reduce the contract by \$2,046.00.

Original Contract Amount: \$143,541.02  
Modem Increase: \$7,300.00  
Reduce PC: (\$2,046.00)  
New Contract Total: \$148,795.02

Attached: JM Engineering, LLC. Contract Amendment  
JM Engineering, LLC Contract (RFP 2020-P15)

**First Amendment to the Traffic Counters Inspection & Maintenance**  
**(RFP 2020-P15 Traffic Counters Inspection & Maintenance)**

1. This First Amendment to the Traffic Counter Inspection & Maintenance (the "First Amendment), attached as *Exhibit "A"* and executed March 30, 2021 (the "Agreement"), is made this 7<sup>th</sup> day of September 2021, by and between **Hays County, Texas ("Client")** and **JM Engineering, LLC ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Appendix A: Mandatory Pricing Sheet shall be amended as follows:

a. Remove the following listed services & products:

- Item 2 – Furnish and Install Windows Based Data Recovery PC (1), \$4,475.00
- Item 4 – Furnish and Install Cellular Modem and Appurtenances (8 Sites), \$9,280.00

b. Add the following listed products:

- Item 2 – Install Windows Based Data Recovery PC (1) \$2,428.80
- Item 4 – Furnish and Install Cellular Modem and Appurtenances –10 Sites. \$16,580.00
  - Price increase from original price \$1,160.00 each to \$1,658.00 each.
  - Quantity increases from 8 modems to 10 modems.

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

**HAYS COUNTY, TEXAS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**JM Engineering, LLC**

By:  \_\_\_\_\_

Printed Name: Jay A. Weinberger

Title: Vice President

Dated: 9-3-21

ATTEST: \_\_\_\_\_

Elaine Cardenas  
Hays County Clerk

**AGREEMENT FOR  
RFP 2020-P15 TRAFFIC COUNTER INSPECTION AND MAINTENANCE SERVICES**

This Agreement for TRAFFIC COUNTER INSPECTION AND MAINTENANCE SERVICES (the "Services Contract") is entered into by and between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and JM Engineering, LLC (the "Contractor").

**WHEREAS**, the County desires to enter into the Services Contract for the service of TRAFFIC COUNTER INSPECTION AND MAINTENANCE SERVICES (the "Project") in accordance with the provisions of state statutes and in conformance with the Notice to Proceed (as issued by the Hays County Purchasing Office or its designee), the Contractor shall provide Traffic Counter Inspection and Maintenance Services to the County in accordance with the proposal specifications and SOW detailed in RFP 2020-P15; and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Services Contract; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the County and the Contractor agree as follows:

**TERM OF CONTRACT:** The term of this Services Contract shall be for an initial period of three (3) years, commencing upon award by the Commissioners Court, with two (2) additional two (2) year renewals, unless otherwise notified in writing by either party at least thirty (30) days prior to the renewal date. Any such written termination notice must be in accordance with Notices below.

**TERMINATION:** Either party may cancel this Service Contract with or without cause or penalty upon ninety (90) days written notice in accordance with Notices below.

**INVOICING:** Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days upon completion of issued Work Order. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Services Contract.

**HOLIDAYS:** Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis.

**APPROPRIATION OF FUNDS:** In the event the Hays County Commissioners Court fails to appropriate adequate funding for this agreement in any given fiscal year, this Services Contract shall automatically terminate on October 1<sup>st</sup> of such fiscal year.

**INDEMNIFICATION:** CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS SERVICE CONTRACT. CONTRACTOR SHALL NOT BE LIABLE FOR DELAY, LOSS, OR DAMAGE CAUSED BY WARFARE, RIOTS, STRIKES, BOYCOTTS, CRIMINAL ACTS, ACTS OR OMISSIONS OF OTHERS, FIRE, WATER DAMAGE, NATURAL CALAMITY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL. TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM CLAIMS FOR INJURY TO CONTRACTOR'S EMPLOYEE AND OTHERS RESULTING FROM THE CONDITION OF THE COUNTY'S PREMISES OR EQUIPMENT BUT ONLY TO THE SAME EXTENT SAME IS NOT CAUSED BY CONTRACTOR'S FAULT.

**TERMINATION BY DEFAULT:** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Services Contract, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within the thirty (30) days, or the party in breach has not commenced the cure within thirty (30) days, then the injured party may terminate the Services Contract.

**GOVERNING LAW AND VENUE:** Both parties to this Service Contract irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Service Contract shall be governed by, interpreted, and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law.

**INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of the County. The County agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of the Service Contract.

**NOTICES:** Notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the following:

TO HAYS COUNTY:

Hays County Courthouse  
Hays County Judge's Office  
Attn: Judge Ruben Becerra  
111 East San Antonio Street, Suite 300  
San Marcos, TX 78666  
Phone: (512) 393-2205

WITH COPY TO:

Hays County Government Center  
Auditor/Purchasing Department  
Attn: Stephanie Hunt  
712 South Stagecoach Trail, Suite 1045  
San Marcos, TX 78666  
Phone: (512) 393-2267

TO JM ENGINEERING, LLC

JM Engineering, LLC  
Attn: Jay A. Weinberger, PE  
1314 Hillridge Drive  
Round Rock, TX 78665  
Phone: (512) 550-6450

**TRAFFIC COUNTER REPAIRS:**

The Contractor shall perform all repairs identified in RFP 2020-P15, attached hereto and incorporated herein as *Exhibit "A"* as well as repairs further identified in *Exhibit "C"*, **also attached hereto and incorporated herein**. Any repairs listed in *Exhibit "C"* that were not part of the scope of work in RFP 2020-P15 will be provided at additional costs utilizing the pricing contained in Schedule II – Out of Scope Work/Equipment in Appendix A: Mandatory Pricing Sheet. The required repairs shall cause all traffic counters to be fixed and fully operational. All repairs must be completed by September 30, 2021.

**PREVENTATIVE MAINTENANCE: Shall commence on or after October 1, 2021, provided all required repairs have been fully completed.**

The Contractor shall perform all inspection and maintenance required at the pricing cited in RFP 2020-P15, which is attached hereto and incorporated herein as *Exhibit "A"*. The inspection and maintenance required shall provide the data recovery percentage return from each Site, which is attached hereto and incorporated herein as *Exhibit "B"* which will include, but will not be limited to:

1. Replacement of batteries a minimum of every three (3) years. Each battery shall be labeled with a permanent marker (e.g. Sharpie pen) or adhesive permanent printed label indicating the date of installation. For existing batteries, replace at the start of the contract if date of last replacement cannot be identified.
2. Daily review of data calls to each site to verify data return.
3. The Contractor shall perform quarterly Site inspections to:
  - a. Check on the condition of each Site;
  - b. Make any adjustments as needed to maintain a clean internal cabinet;
  - c. Verify that support pole, attachment hardware, anchor bolts and foundation are in good condition;
  - d. Verify that RVSD mounts are secure;

- e. Test PV panel voltage output and test solar controller output.
  - f. Check sensor alignment (via software) and check data health for errors such as missing intervals or unanticipated readings.
4. Verify that each solar charging system can maintain the battery charge.
  5. At the start of this Services Contract, and every 6 months thereafter, the Contractor shall verify that at each Site:
    - a. Sensor volume data accuracy is within 5 percent of actual, per direction of travel. Verify volume accuracy by performing a manual count of each lane of detection and compare to the data reported by the sensor.
    - b. Sensor average speed data is accurate within 5 mph per direction of travel.
    - c. Individual lane speed accuracy is within 10 mph of actual.
    - d. Individual vehicle speed accuracy is within 5 mph for 90% of measurements.
    - e. Vehicle classification data is accurate for 90% of detected vehicles.
    - f. Verify that each Site is correctly configured.

**COMMUNICATIONS AND DATA RECOVERY: Shall commence on or after October 1, 2021 provided all required repairs have been fully completed.**

The Contractor shall:

1. Achieve and maintain minimum data percentage recovery per Site.
2. Establish and maintain cellular data service contract(s) for each Site and coordinate the contracts by placing them in Hays County's name and address for payment. The Contractor shall first attempt to use a Hays County preferred cellular provider but will not be constrained to that provider should there be issues with service to one or more Sites.
3. Install cellular ethernet modems at all Sites or, if there is an existing modem at a Site, verify it is compatible with the intended use. The Contractor shall provide all necessary equipment and parts, including cables, adapters, converters and cellular ethernet modem to establish communications. If an older, incompatible modem is part of the existing equipment, it shall be removed and legally disposed of by the Vendor.
4. Cycle power to cellular modem to restore network connection, as necessary (due to cell network changes).
5. Purchase and furnish Windows-based computer. Hays County will provide a location in their Auditor's office for the computer and communications equipment to be placed for connectivity to the Sites. The computer shall meet or exceed the minimum requirements of the data recovery software to be used during the Contract period.
6. Purchase and furnish to Hays County the appropriate data recovery software to be installed on the Contractor-provided computer referenced above. Contractor shall provide a means for a routine external back up the data received on the data recovery computer.
7. Monitor the daily data calls for data retrieval. If data retrieval has not occurred for a Site, the Contractor shall take the necessary steps to bring the Site back up and to recover any lost data if possible.
8. The data recovery computer shall be scheduled to poll each Site so that all data is received and will be available by 8:00 AM each day.

## **VALIDATED DATA RETURN REQUIREMENTS**

Validated data per Site shall be on a running year percentage of 97%. Data will be considered validated if it meets Preventative Maintenance Requirements cited in Section 5, subsections a through f, above. If the data validation does not meet the requirements, the Contractor must, within forty-eight (48) hours, indicate what has caused the issue, prepare a plan to address the issue and provide a schedule for correcting the issue. Hays County reserves the right to cancel the Services Contract if the Contractor fails to take corrective action within thirty (30) days on a data validation or repair issue that is within the control of the Contractor.

## **OVERCAST CONDITIONS**

In the case of protracted overcast conditions, the Contractor shall monitor each Site for battery charge and visit those Sites as needed to charge or switch out drained batteries with charged batteries to prevent data loss.

## **REPAIRS**

The Contractor shall make or arrange for all repairs as required to maintain each Site's data percentage return. Repairs will be reimbursable if they are not under warranty and must be carried out promptly once the need for repair has been identified to comply with validated data return requirements. Reimbursement rates will be in accordance with Schedule II of the Bid Form (*reference Appendix A: Mandatory Pricing Sheet in Exhibit A*). All out of scope reimbursement requests must be fully documented with receipts and / or timecard entries.

## **REPORTING REQUIREMENTS**

The Contractor shall document the quarterly preventative maintenance and semi-annual checks and maintain repair records that shall be made available to the County as the records are generated. The Contractor shall submit to the County a template of the quarterly/semi-annual preventative maintenance report for review prior to creating a report. The report shall include a checklist of the inspection and maintenance items listed under Maintenance Requirements above for each Site. The report shall also include a record of any replacement parts, repairs, and adjustments or configuration changes made during the inspection.

All repairs, replacements and maintenance issues shall be documented in an approved format (such as a PDF) and submitted to the County monthly and compiled in one document at the end of the Contract prior to receiving final payment. If no repairs, replacements or maintenance issues occurred in a given month, the report shall still be required.

## **CONTRACTOR PROVIDED ITEMS**

The Contractor shall provide all necessary materials, equipment, parts, tools, incidentals, personnel and travel arrangements to fulfill the requirements of this Services Contract.

**ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties. All prior negotiations between parties are merged in the agreement, and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except



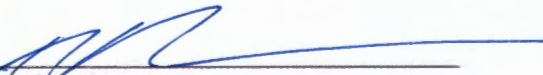
by written instrument and signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

The effective date of this Agreement will for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

In Witness Whereof, the parties have executed this Agreement as of the date(s) set forth below.

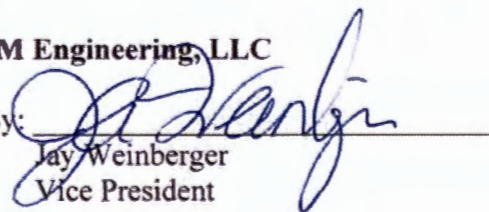
**(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)**

**HAYS COUNTY, TEXAS**

By:   
Ruben Becerra  
Hays County Judge

Date: 3-30-2021

**JM Engineering, LLC**

By:   
Jay Weinberger  
Vice President

Date: 3-26-2021

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Approve the Treasurer's and Investment Reports for the Quarter 1, Quarter 2 and Quarter 3 of 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 7, 2021	N/A

**LINE ITEM NUMBER**

N/A

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

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

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

**SUMMARY**

Approve the FY 2021 Qtr 1, Qtr 2 and Qtr 3 Treasurer's Reports and Investment Reports

# HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF OCTOBER 2020

## CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 1,024,230.91	\$ 92.83	\$ 4,581,995.92	\$ 6,100,000.00	\$ 11,636,080.78	\$ -	\$ 70,238.88	\$ 57,208,872.89	\$ 57,279,111.57
Road and Bridge General	\$ 47,473.83	\$ 21.70	\$ 240,421.46	\$ 1,533,727.30	\$ 1,737,202.71	\$ -	\$ 84,441.58	\$ 13,963,495.78	\$ 14,047,937.36
Medical and Dental Fund	\$ 716,747.08	\$ 1.28	\$ 1,177,878.02	\$ -	\$ 1,848,878.92	\$ -	\$ 47,747.48	\$ 12,894,910.77	\$ 12,942,658.23
Sheriff's Drug Forfeiture	\$ 146.44	\$ -	\$ 4,134.70	\$ -	\$ -	\$ -	\$ 4,281.14	\$ 152,808.36	\$ 157,089.50
Sheriff's Federal Discretionary	\$ 73,383.22	\$ 12.63	\$ -	\$ -	\$ -	\$ -	\$ 73,395.85	\$ -	\$ 73,395.85
District Attorney Drug Forfeiture	\$ 19,833.65	\$ -	\$ 4,775.43	\$ -	\$ 14.99	\$ -	\$ 24,594.09	\$ 66,398.90	\$ 90,992.99
Hot Check Fee Fund	\$ 42,240.98	\$ -	\$ 383.72	\$ -	\$ 188.84	\$ -	\$ 42,435.86	\$ -	\$ 42,435.86
Family Health Services	\$ 3,085.22	\$ 7.96	\$ 72,096.98	\$ -	\$ 165.00	\$ -	\$ 75,025.16	\$ 492.74	\$ 75,517.90
Juvenile Detention Center	\$ 22,662.37	\$ 125.76	\$ 1,622,012.40	\$ -	\$ 1,154,770.28	\$ -	\$ 490,030.25	\$ 164.69	\$ 490,194.94
Tobacco Settlement Fund	\$ 116,514.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,514.61	\$ 58,352.23	\$ 174,866.84
HCL Provider Participation Fund	\$ 862,625.32	\$ -	\$ -	\$ -	\$ 75,661.05	\$ -	\$ 788,984.27	\$ 3,874,648.24	\$ 4,661,612.51
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,051.72	\$ 72,052.72
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1,516,975.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,516,975.02	\$ 3,923,378.42	\$ 5,440,353.44
Help America Vote	\$ -	\$ -	\$ 386,722.51	\$ -	\$ 33,476.16	\$ -	\$ 333,246.35	\$ -	\$ 333,246.35
Corona Virus Relief Fund	\$ 609,149.19	\$ -	\$ -	\$ -	\$ 116,198.94	\$ -	\$ 492,950.25	\$ -	\$ 492,950.25
Historical Commission Trust Fund	\$ 70.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70.02	\$ 134,423.16	\$ 134,493.18
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2008	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,318.45	\$ 609,319.45
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 347,293.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,293.35	\$ 266,489.91	\$ 613,793.26
Priority Road Bond Series 2011	\$ 444,540.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 444,540.40	\$ 4,616,002.92	\$ 5,060,543.32
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 11,754.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,754.98	\$ 19,438,113.18	\$ 19,449,868.16
Limited Tax Bond Series 2017	\$ 0.97	\$ -	\$ -	\$ 2,057,616.27	\$ 2,057,616.27	\$ -	\$ 0.97	\$ 15,611,773.20	\$ 15,611,774.17
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 6,943.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,943.90	\$ 104,651,463.23	\$ 104,658,407.13
La Cima	\$ 161,956.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,956.52	\$ -	\$ 161,956.52
CDBG Disaster Recovery Program	\$ 53,532.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,532.84	\$ -	\$ 53,532.84
LCRA Service Fee Fund	\$ 1,425.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425.57	\$ 1,246.86	\$ 2,672.43
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 27.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27.28	\$ 9,404,434.70	\$ 9,404,461.98
<b>GRAND TOTALS:</b>	<b>\$ 6,109,329.92</b>	<b>\$ 262.16</b>	<b>\$ 8,070,421.14</b>	<b>\$ 9,691,343.57</b>	<b>\$ 18,658,253.94</b>	<b>\$ -</b>	<b>\$ 5,213,102.85</b>	<b>\$ 246,948,850.15</b>	<b>\$ 252,161,953.00</b>

# Hays County Treasurer's Investment Report

For October 2020

## SAGE CAPITAL BANK CHECKING

Description	09/30/20 Balance	Interest	Deposits	Debits	10/31/20 Balance
All Funds (see Page 1)	\$ 6,109,329.92	262.16	17,761,764.71	18,658,253.94	5,213,102.85

## TEXPOOL

0.0450%

1.00027

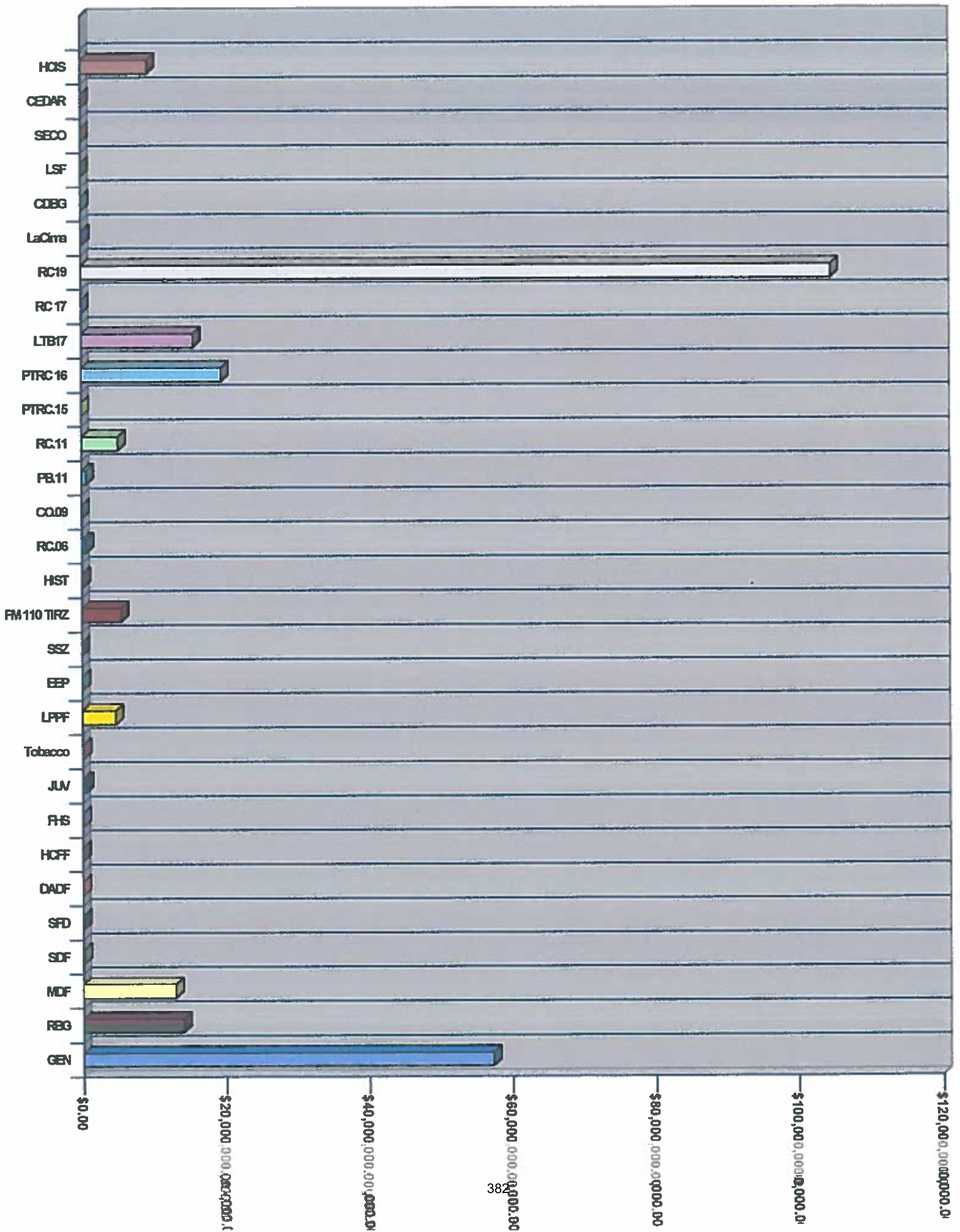
Description	09/30/20 Balance	Interest	Deposits	Debits	10/31/20 Balance
General	\$ 49,525,045.98	5,458.33	122,458.38	6,100,000.00	43,552,962.69
Road and Bridge General	\$ 14,970,327.07	1,649.66	17,348.28	1,533,727.30	13,455,597.71
Medical and Dental Fund	\$ 8,376,943.36	949.49	-	-	8,377,892.85
Sheriff's Drug Forfeiture	\$ 152,791.08	17.28	-	-	152,808.36
D.A. Drug Forfeiture	\$ 66,326.84	7.53	-	-	66,334.37
Health Services Grants	\$ 0.89	-	-	-	0.89
Juvenile Center	\$ 164.69	-	-	-	164.69
Tobacco Settlement Fund	\$ 58,345.59	6.64	-	-	58,352.23
HCL Provider Participation Fund	\$ 3,874,209.10	439.14	-	-	3,874,648.24
FM 110 TRZ No 1	\$ 3,922,933.79	444.63	-	-	3,923,378.42
Energy Efficiency Project	\$ 72,043.53	8.19	-	-	72,051.72
Historical Commission Trust	\$ 134,399.05	15.25	-	-	134,414.30
Road Construction 2006	\$ 609,249.42	69.03	-	-	609,318.45
Parks Bond 2011	\$ 266,461.23	30.18	-	-	266,491.41
Priority Road Bond Series 2011	\$ 35,811.85	4.01	-	-	35,815.86
Pass Thru Road Bond Series 2016	\$ 11,191,392.08	1,268.48	-	-	11,192,660.56
Limited Tax Bonds Series 2017	\$ 17,667,462.04	1,927.43	-	2,057,616.27	15,611,773.20
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 104,639,602.95	11,860.28	-	-	104,651,463.23
LCRA Service Fee Fund	\$ 1,246.85	0.01	-	-	1,246.86
Hays County I & S	\$ 7,567,831.24	861.75	54,500.83	-	7,623,193.82
All Funds	223,132,588.63	25,017.31	194,307.49	9,691,343.57	213,660,569.86

<b>CLASS - MBIA</b>	0.1771%	1.0001756			
<b>Description</b>	<b>09/30/20 Balance</b>	<b>Interest</b>	<b>Deposits</b>	<b>Debits</b>	<b>10/31/20 Balance</b>
General	\$ -	-	-	-	-
Certificates of Obligation '09	\$ -	-	-	-	-
Road Construction Bond 2011	\$ 4,579,500.00	687.06	-	-	4,580,187.06
Parks Bond 2011	\$ 8.50	-	-	-	8.50
All Funds	4,579,508.50	687.06	-	-	4,580,195.56

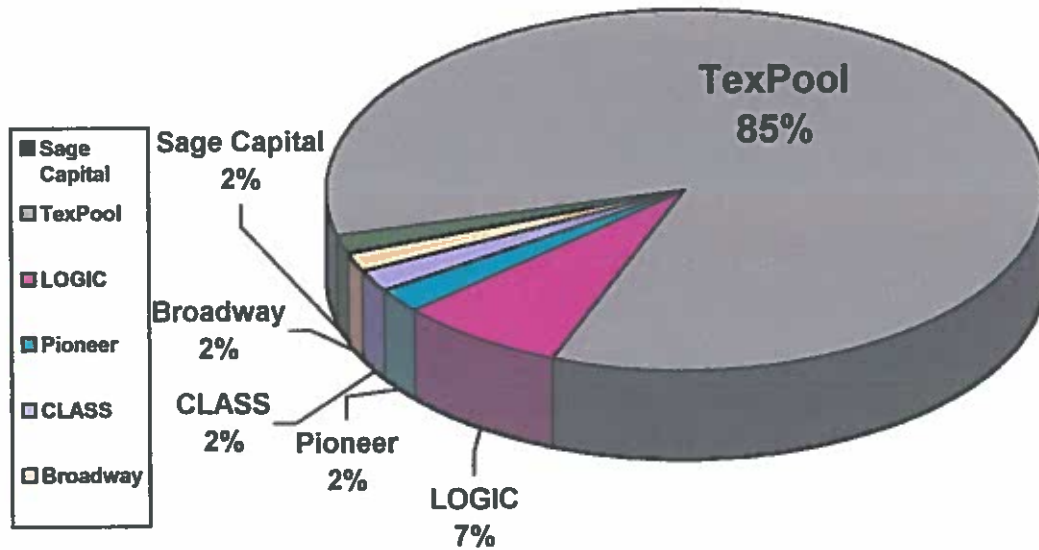
<b>LOGIC</b>	0.1890%	1.000203			
<b>Description</b>	<b>09/30/20 Balance</b>	<b>Interest</b>	<b>Deposits</b>	<b>Debits</b>	<b>10/31/20 Balance</b>
General	\$ 11,568,928.83	1,856.54	-	-	11,570,785.37
Road and Bridge General	\$ 507,816.61	81.46	-	-	507,898.07
Medical and Dental Fund	\$ 4,516,293.17	724.75	-	-	4,517,017.92
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53
Health Services Grants	\$ 37.79	-	-	-	37.79
Family Health Services	\$ 454.02	0.04	-	-	454.06
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ -	-	-	-	-
Hays County I & S	\$ 1,780,955.07	285.81	-	-	1,781,240.88
All Funds	18,374,558.88	2,948.60	-	-	18,377,507.48

<b>CERTIFICATES OF DEPOSITS</b>										
			<b>Balances 09/30/2020</b>			<b>Transactions</b>		<b>Balances 10/31/2020</b>		
<b>Description</b>	<b>Fund</b>	<b>Yield/ Maturity</b>	<b>Par Value</b>	<b>Book Value</b>	<b>Market Value</b>	<b>Purchases</b>	<b>Maturities</b>	<b>Par Value</b>	<b>Book Value</b>	<b>Market Value</b>
Broadway Bank	PTRC 16	1.39% 10/01/2020	4,101,282.92	4,101,282.92	4,101,282.92	-	4,101,282.92			
Pioneer Bank	PTRC 16	.3993% 02/22/2021	4,143,144.39	4,143,144.39	4,143,144.39	-	-	4,143,144.39	4,143,144.39	4,143,144.39
Pioneer Bank	General	1.4898 % 12/20/2020	2,085,124.63	2,085,124.63	2,085,124.63	-	-	2,085,124.63	2,085,124.63	2,085,124.63
Broadway Bank	PTRC 16	.05% 04/01/2021				4,102,308.23		4,102,308.23	4,102,308.23	4,102,308.23
<b>TOTAL</b>			6,228,269.02	6,228,269.02	6,228,269.02	-	-	10,330,577.25	10,330,577.25	10,330,577.25
<b>TOTAL Fund Balances</b>		258,424,254.95						252,161,953.00		
<b>BENCHMARK</b>										
CURRENT 90 DAY TREASURY BILL YIELDING RATE .097%										

# Fund Balances 10/31/2020



## INVESTMENT ALLOCATION TOTALS October 2020



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

*Marisol Villarreal-Alonzo*

Marisol Villarreal-Alonzo, Hays County Auditor

*Britney Richey*

Britney Richey, Hays County Treasurer

*Laura Nava*

Laura Nava, Assistant Hays County Treasurer

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF NOVEMBER 2020

### CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 70,238.88	\$ 135.43	\$ 5,451,988.78	\$ 5,950,000.00	\$ 11,440,109.61	\$ -	\$ 32,253.48	\$ 49,378,326.08	\$ 49,410,579.54
Road and Bridge General	\$ 84,441.58	\$ 26.10	\$ 217,287.59	\$ -	\$ 265,000.00	\$ -	\$ 36,755.27	\$ 13,979,386.98	\$ 14,016,142.25
Medical and Dental Fund	\$ 47,747.46	\$ 5.98	\$ 853,479.02	\$ -	\$ 859,577.97	\$ -	\$ 41,654.49	\$ 12,896,349.28	\$ 12,938,003.77
Sheriff's Drug Forfeiture	\$ 4,281.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,281.14	\$ 152,823.86	\$ 157,105.00
Sheriff's Federal Discretionary	\$ 73,395.85	\$ 12.36	\$ 110.99	\$ -	\$ -	\$ -	\$ 73,519.20	\$ -	\$ 73,519.20
District Attorney Drug Forfeiture	\$ 24,594.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,594.09	\$ 66,405.59	\$ 90,999.68
Hot Check Fee Fund	\$ 42,435.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,435.86	\$ -	\$ 42,435.86
Family Health Services	\$ 75,025.16	\$ 15.28	\$ 23,024.68	\$ -	\$ -	\$ -	\$ 98,065.12	\$ 492.78	\$ 98,557.90
Juvenile Detention Center	\$ 490,030.25	\$ 74.19	\$ 259,505.95	\$ -	\$ 320,000.00	\$ -	\$ 429,610.39	\$ 164.89	\$ 429,775.08
Tobacco Settlement Fund	\$ 116,514.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,514.61	\$ 58,358.12	\$ 174,872.73
HCL Provider Participation Fund	\$ 786,964.27	\$ -	\$ 14,483.41	\$ 800,000.00	\$ 1,191,449.10	\$ -	\$ 409,998.58	\$ 3,074,983.44	\$ 3,484,982.02
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,058.98	\$ 72,059.98
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
Help America Vote	\$ 333,246.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,246.35	\$ -	\$ 333,246.35
Corona Virus Relief Fund	\$ 492,950.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 492,950.25	\$ -	\$ 492,950.25
FM 110 TIRZ	\$ 1,516,975.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,516,975.02	\$ 3,923,775.38	\$ 5,440,750.40
Historical Commission Trust Fund	\$ 70.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70.02	\$ 134,436.75	\$ 134,506.77
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,380.11	\$ 609,381.11
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 347,293.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,293.35	\$ 266,526.84	\$ 613,820.19
Priority Road Bond Series 2011	\$ 444,540.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 444,540.40	\$ 4,616,564.48	\$ 5,061,104.88
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 11,754.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,754.98	\$ 19,439,245.63	\$ 19,451,000.61
Limited Tax Bond Series 2017	\$ 0.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.97	\$ 15,613,352.74	\$ 15,613,353.71
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 6,943.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,943.90	\$ 104,662,051.54	\$ 104,668,995.44
LaCima	\$ 161,958.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,958.52	\$ -	\$ 161,958.52
CDBG Disaster Recovery Program	\$ 53,532.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,532.84	\$ -	\$ 53,532.84
LCRA Service Fee Fund	\$ 1,425.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425.57	\$ 1,246.88	\$ 2,672.43
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 27.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27.28	\$ 9,458,393.97	\$ 9,458,421.25
<b>GRAND TOTALS:</b>	<b>\$ 5,213,102.85</b>	<b>\$ 269.34</b>	<b>\$ 6,819,880.40</b>	<b>\$ 6,750,000.00</b>	<b>\$ 14,078,136.68</b>	<b>\$ -</b>	<b>\$ 4,707,115.91</b>	<b>\$ 238,404,324.10</b>	<b>\$ 243,111,440.01</b>



# Hays County Treasurer's Investment Report

For November 2020

PAGE 1

## SAGE CAPITAL BANK CHECKING

Description	10/31/20 Balance	Interest	Deposits	Debits	11/30/20 Balance
All Funds (see Page 1)	\$ 5,213,102.85	269.34	13,569,880.40	14,076,136.68	4,707,115.91

## TEXPOOL

0.1474% 1.00032

Description	10/31/20 Balance	Interest	Deposits	Debits	11/30/20 Balance
General	\$ 43,552,962.69	4,046.37	113,893.50	7,950,000.00	35,720,902.56
Road and Bridge General	\$ 13,455,597.71	1,362.07	14,462.70	-	13,471,422.48
Medical and Dental Fund	\$ 8,377,892.85	847.65	-	-	8,378,740.50
Sheriff's Drug Forfeiture	\$ 152,808.36	15.50	-	-	152,823.86
D.A. Drug Forfeiture	\$ 66,334.37	6.69	-	-	66,341.06
Health Services Grants	\$ 0.89	-	-	-	0.89
Juvenile Center	\$ 164.69	-	-	-	164.69
Tobacco Settlement Fund	\$ 58,352.23	5.89	-	-	58,358.12
HCL Provider Participation Fund	\$ 3,874,648.24	335.20	-	800,000.00	3,074,983.44
FM 110 TRZ No 1	\$ 3,923,378.42	396.96	-	-	3,923,775.38
Energy Efficiency Project	\$ 72,051.72	7.26	-	-	72,058.98
Historical Commission Trust	\$ 134,414.30	13.59	-	-	134,427.89
Road Construction 2006	\$ 609,318.45	61.66	-	-	609,380.11
Parks Bond 2011	\$ 266,491.41	26.93	-	-	266,518.34
Priority Road Bond Series 2011	\$ 35,815.86	3.63	-	-	35,819.49
Pass Thru Road Bond Series 2016	\$ 11,192,660.56	1,132.45	-	-	11,193,793.01
Limited Tax Bonds Series 2017	\$ 15,611,773.20	1,579.54	-	-	15,613,352.74
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 104,651,463.23	10,588.31	-	-	104,662,051.54
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 7,623,193.82	773.63	52,952.65	-	7,676,920.10
All Funds	213,660,569.86	21,203.33	181,308.85	8,750,000.00	205,113,082.04

<b>CLASS - MBIA</b>	0.1486%	1.0001756				
<b>Description</b>	<b>10/31/20 Balance</b>	<b>Interest</b>	<b>Deposits</b>	<b>Debits</b>	<b>11/30/20 Balance</b>	
General	\$ -	-	-	-	-	
Certificates of Obligation '09	\$ -	-	-	-	-	
Road Construction Bond 2011	\$ 4,580,187.06	557.93	-	-	4,580,744.99	
Parks Bond 2011	\$ 8.50	-	-	-	8.50	
<b>All Funds</b>	<b>4,580,195.56</b>	<b>557.93</b>	<b>-</b>	<b>-</b>	<b>4,580,753.49</b>	

<b>LOGIC</b>	0.1592%	1.000137				
<b>Description</b>	<b>10/31/20 Balance</b>	<b>Interest</b>	<b>Deposits</b>	<b>Debits</b>	<b>11/30/20 Balance</b>	
General	\$ 11,570,785.37	1,513.52	-	-	11,572,298.89	
Road and Bridge General	\$ 507,898.07	66.43	-	-	507,964.50	
Medical and Dental Fund	\$ 4,517,017.92	590.86	-	-	4,517,608.78	
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53	
Health Services Grants	\$ 37.79	-	-	-	37.79	
Family Health Services	\$ 454.06	0.04	-	-	454.10	
Historical Commission Trust	\$ 8.86	-	-	-	8.86	
Certificates of Obligation '09	\$ -	-	-	-	-	
Hays County I & S	\$ 1,781,240.88	232.99	-	-	1,781,473.87	
<b>All Funds</b>	<b>18,377,507.48</b>	<b>2,403.84</b>	<b>-</b>	<b>-</b>	<b>18,379,911.32</b>	

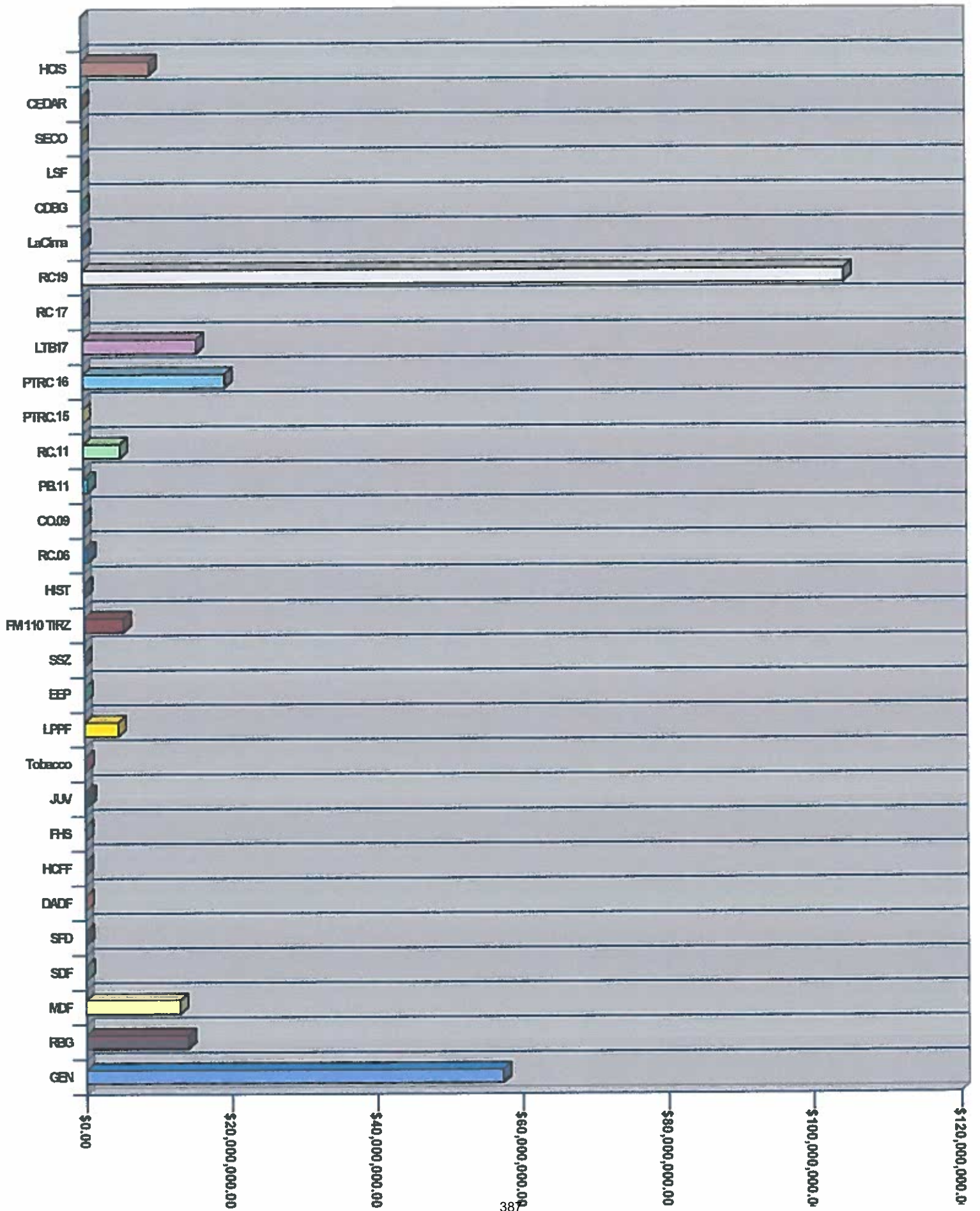
**CERTIFICATES OF DEPOSITS**

Description	Fund	Yield/ Maturity	Balances 10/31/2020			Transactions		Balances 11/30/2020		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	.3993% 02/22/2021	4,143,144.39	4,143,144.39	4,143,144.39	-	-	4,143,144.39	4,143,144.39	4,143,144.39
Broadway Bank	PTRC 16	.50% 4/1/2021	4,102,308.23	4,102,308.23	4,102,308.23	-	-	4,102,308.23	4,102,308.23	4,102,308.23
Pioneer Bank	General	1.4898 % 12/20/2020	2,085,124.63	2,085,124.63	2,085,124.63	-	-	2,085,124.63	2,085,124.63	2,085,124.63
<b>TOTAL</b>			<b>10,330,577.25</b>	<b>10,330,577.25</b>	<b>10,330,577.25</b>	<b>-</b>	<b>-</b>	<b>10,330,577.25</b>	<b>10,330,577.25</b>	<b>10,330,577.25</b>

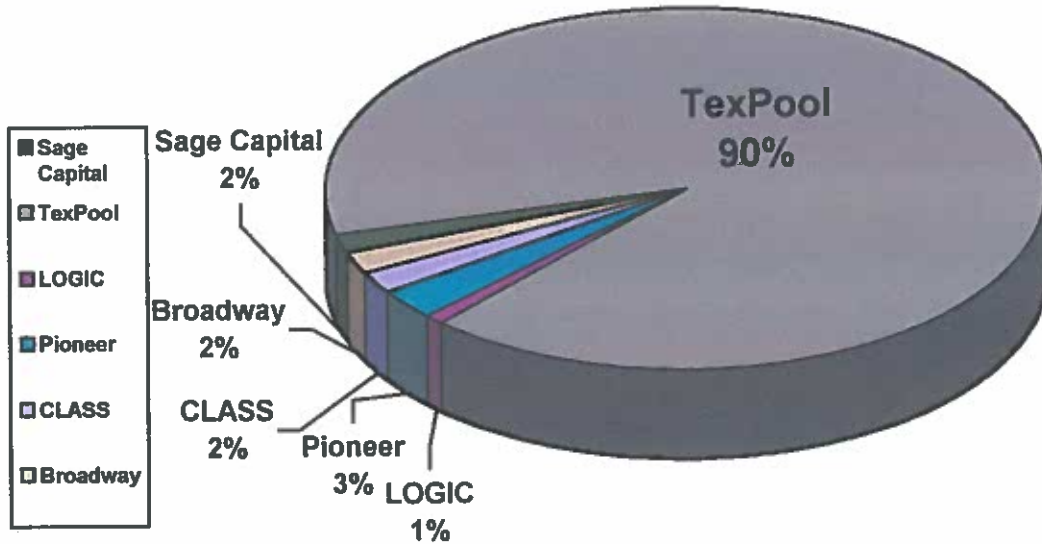
<b>TOTAL Fund Balances</b>	<b>252,161,953.00</b>				<b>243,111,440.01</b>	
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<b>BENCHMARK</b>					-	
CURRENT 90 DAY TREASURY BILL YIELDING RATE .091%						


# Fund Balances 11/30/20




## INVESTMENT ALLOCATION TOTALS November 2020



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

  
 \_\_\_\_\_  
 Marisol Villarreal-Alonzo, Hays County Auditor

  
 \_\_\_\_\_  
 Britney Richey, Hays County Treasurer

  
 \_\_\_\_\_  
 Laura Nava, Assistant Hays County Treasurer

# HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF DECEMBER 2020

## CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 32,253.46	\$ -	\$ 4,124,882.66	\$ 9,000,000.00	\$ 13,073,773.96	\$ -	\$ 83,362.16	\$ 51,685,131.36	\$ 51,768,493.52
Road and Bridge General	\$ 36,755.27	\$ -	\$ 159,289.19	\$ 113,161.28	\$ 235,000.00	\$ -	\$ 74,205.74	\$ 15,120,738.53	\$ 15,194,944.27
Medical and Dental Fund	\$ 41,654.49	\$ -	\$ 717,011.43	\$ -	\$ 719,593.97	\$ -	\$ 39,071.95	\$ 12,897,573.11	\$ 12,936,645.06
Sheriff's Drug Forfeiture	\$ 4,281.14	\$ -	\$ 14,972.40	\$ -	\$ -	\$ -	\$ 19,253.54	\$ 152,835.65	\$ 172,089.19
Sheriff's Federal Discretionary	\$ 73,519.20	\$ -	\$ 1,365.00	\$ -	\$ -	\$ -	\$ 74,884.20	\$ -	\$ 74,884.20
District Attorney Drug Forfeiture	\$ 24,594.09	\$ -	\$ 14,326.20	\$ -	\$ -	\$ -	\$ 38,920.29	\$ 66,410.74	\$ 105,331.03
Hot Check Fee Fund	\$ 42,435.86	\$ -	\$ 105.80	\$ -	\$ -	\$ -	\$ 42,541.66	\$ -	\$ 42,541.66
Family Health Services	\$ 98,065.12	\$ -	\$ 107,926.39	\$ -	\$ 195,000.00	\$ -	\$ 10,991.51	\$ 492.82	\$ 11,484.33
Juvenile Detention Center	\$ 429,610.39	\$ -	\$ 148,620.70	\$ -	\$ 500,000.00	\$ -	\$ 78,231.09	\$ 164.69	\$ 78,395.78
Tobacco Settlement Fund	\$ 116,514.61	\$ -	\$ -	\$ -	\$ 116,513.61	\$ -	\$ 1.00	\$ 174,876.51	\$ 174,877.51
HCL Provider Participation Fund	\$ 409,998.58	\$ -	\$ 4,014,217.94	\$ -	\$ -	\$ 4,424,205.52	\$ 11.00	\$ 7,499,436.64	\$ 7,499,447.64
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,064.53	\$ 72,065.53
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1,516,975.02	\$ -	\$ -	\$ -	\$ -	\$ 1,516,974.02	\$ 1.00	\$ 5,441,055.82	\$ 5,441,056.82
Help America Vote	\$ 333,246.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,246.35	\$ -	\$ 333,246.35
Corona Virus Relief Fund	\$ 492,950.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 492,950.25	\$ -	\$ 492,950.25
Historical Commission Trust Fund	\$ 70.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70.02	\$ 134,447.16	\$ 134,517.18
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,427.17	\$ 609,428.17
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 347,293.35	\$ -	\$ -	\$ -	\$ -	\$ 347,292.35	\$ 1.00	\$ 613,840.56	\$ 613,841.56
Priority Road Bond Series 2011	\$ 444,540.40	\$ -	\$ -	\$ -	\$ -	\$ 444,539.40	\$ 1.00	\$ 5,061,649.99	\$ 5,061,650.99
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 11,754.98	\$ -	\$ -	\$ 4,655,684.27	\$ 4,655,684.27	\$ -	\$ 11,754.98	\$ 14,784,275.82	\$ 14,796,030.80
Limited Tax Bond Series 2017	\$ 0.97	\$ -	\$ -	\$ 3,000,000.00	\$ 3,000,000.00	\$ -	\$ 0.97	\$ 12,614,326.62	\$ 12,614,327.59
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 6,943.90	\$ -	\$ 25,020.00	\$ 20,000.00	\$ 23,066.00	\$ -	\$ 28,897.90	\$ 104,650,131.64	\$ 104,679,029.54
CDBG Disaster Recovery Program	\$ 53,532.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,532.84	\$ -	\$ 53,532.84
LaCima	\$ 181,956.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 181,956.52	\$ -	\$ 181,956.52
LCRA Service Fee Fund	\$ 1,425.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425.57	\$ 1,246.86	\$ 2,672.43
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 27.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27.28	\$ 14,698,194.79	\$ 14,698,222.07
<b>GRAND TOTALS:</b>	<b>\$ 4,707,115.91</b>	<b>\$ -</b>	<b>\$ 9,327,737.71</b>	<b>\$ 16,788,845.55</b>	<b>\$ 22,518,631.81</b>	<b>\$ 6,733,011.29</b>	<b>\$ 1,572,056.07</b>	<b>\$ 246,278,321.01</b>	<b>\$ 247,850,377.08</b>

## Hays County Treasurer's Investment Report

For December 2020

PAGE 1

### SAGE CAPITAL BANK CHECKING

Description	11/30/20 Balance	Interest	Deposits	Debits	12/31/20 Balance
All Funds (see Page 1)	\$ 4,707,115.91	-	26,116,583.26	29,251,643.10	1,572,056.07

### TEXPOOL

0.1474%

1.00032

Description	11/30/20 Balance	Interest	Deposits	Debits	12/31/20 Balance
General	\$ 35,720,902.56	2,839.89	11,271,207.05	9,000,000.00	37,994,949.50
Road and Bridge General	\$ 13,471,422.48	1,070.80	1,253,377.13	113,161.28	14,612,709.13
Medical and Dental Fund	\$ 8,378,740.50	646.88	-	-	8,379,387.38
Sheriff's Drug Forfeiture	\$ 152,823.86	11.79	-	-	152,835.65
D.A. Drug Forfeiture	\$ 66,341.06	5.15	-	-	66,346.21
Health Services Grants	\$ 0.89	-	-	-	0.89
Juvenile Center	\$ 164.69	-	-	-	164.69
Tobacco Settlement Fund	\$ 58,358.12	4.78	116,513.61	-	174,876.51
HCL Provider Participation Fund	\$ 3,074,983.44	247.68	4,424,205.52	-	7,499,436.64
FM 110 TRZ No 1	\$ 3,923,775.38	306.42	1,516,974.02	-	5,441,055.82
Energy Efficiency Project	\$ 72,058.98	5.55	-	-	72,064.53
Historical Commission Trust	\$ 134,427.89	10.41	-	-	134,438.30
Road Construction 2006	\$ 609,380.11	47.06	-	-	609,427.17
Parks Bond 2011	\$ 266,518.34	21.37	347,292.35	-	613,832.06
Priority Road Bond Series 2011	\$ 35,819.49	3.82	444,539.40	-	480,362.71
Pass Thru Road Bond Series 2016	\$ 11,193,793.01	714.46	-	4,655,684.27	6,538,823.20
Limited Tax Bonds Series 2017	\$ 15,613,352.74	973.88	-	3,000,000.00	12,614,326.62
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 104,662,051.54	8,080.10	-	20,000.00	104,650,131.64
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 7,676,920.10	730.21	5,238,843.08	-	12,916,493.39
All Funds	205,113,082.04	15,720.25	24,612,952.16	16,788,845.55	212,952,908.90

CLASS - MBIA		0.2510%	1.0001756			
Description	11/30/20 Balance	Interest	Deposits	Debits	12/31/20 Balance	
General	\$ -	-	-	-	-	
Certificates of Obligation '09	\$ -	-	-	-	-	
Road Construction Bond 2011	\$ 4,580,744.99	542.29	-	-	4,581,287.28	
Parks Bond 2011	\$ 8.50	-	-	-	8.50	
All Funds	4,580,753.49	542.29	-	-	4,581,295.78	

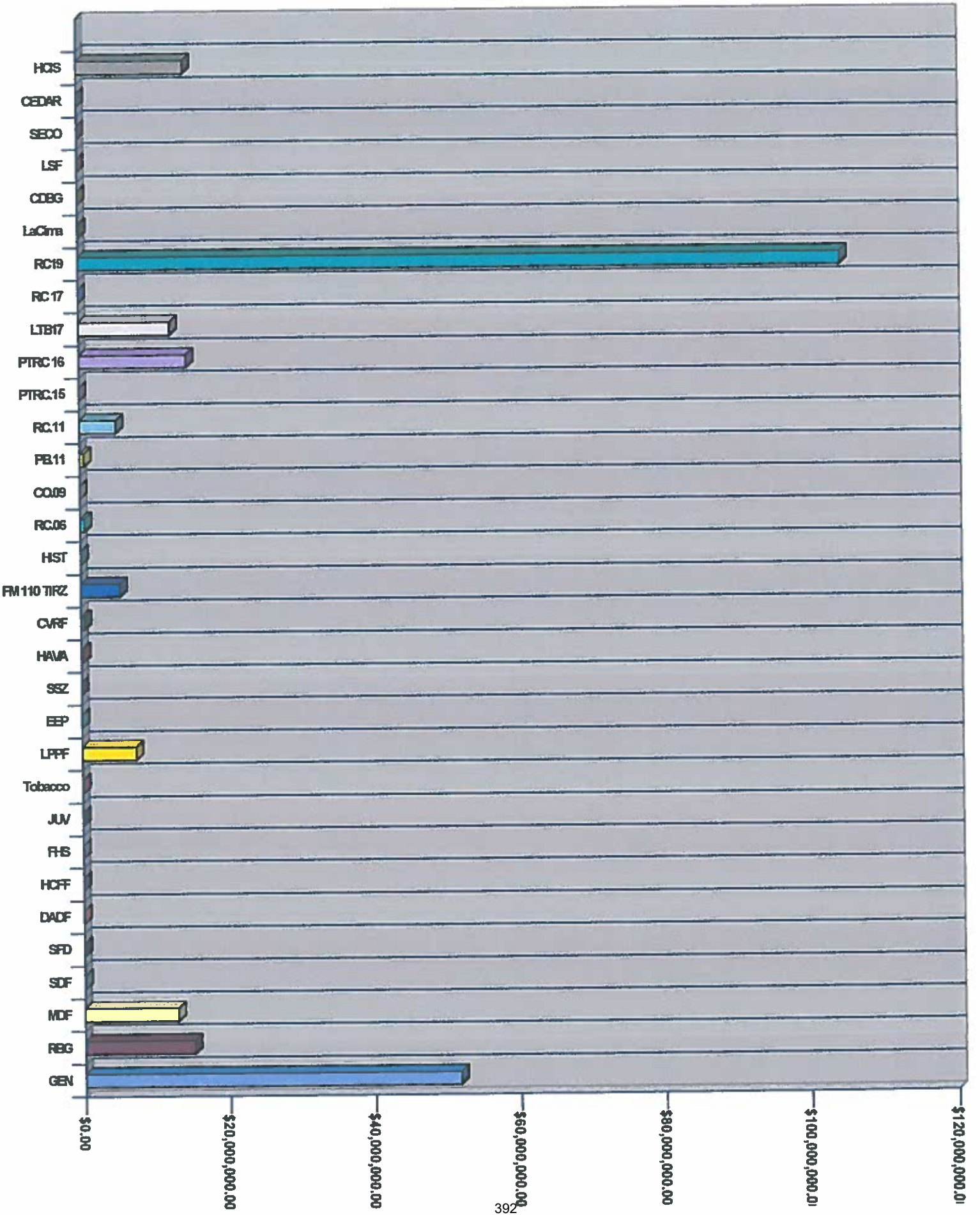
LOGIC		0.2565%	1.000310			
Description	11/30/20 Balance	Interest	Deposits	Debits	12/31/20 Balance	
General	\$ 11,572,298.89	1,477.87	-	-	11,573,776.76	
Road and Bridge General	\$ 507,964.50	64.90	-	-	508,029.40	
Medical and Dental Fund	\$ 4,517,608.78	576.95	-	-	4,518,185.73	
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53	
Health Services Grants	\$ 37.79	-	-	-	37.79	
Family Health Services	\$ 454.10	0.04	-	-	454.14	
Historical Commission Trust	\$ 8.86	-	-	-	8.86	
Certificates of Obligation '09	\$ -	-	-	-	-	
Hays County I & S	\$ 1,781,473.87	227.53	-	-	1,781,701.40	
All Funds	18,379,911.32	2,347.29	-	-	18,382,258.61	

CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 11/30/2020			Transactions		Balances 12/31/2020		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	.3993% 02/22/2021	4,143,144.39	4,143,144.39	4,143,144.39	-	-	4,143,144.39	4,143,144.39	4,143,144.39
Broadway Bank	PTRC 16	0.5% 04/01/2021	4,102,308.23	4,102,308.23	4,102,308.23	-	-	4,102,308.23	4,102,308.23	4,102,308.23
Pioneer Bank	General	.3993% 12/20/2021	2,085,124.63	2,085,124.63	2,085,124.63	2,116,405.10	2,085,124.63	2,116,405.10	2,116,405.10	2,116,405.10
<b>TOTAL</b>			10,330,577.25	10,330,577.25	10,330,577.25	2,116,405.10	2,085,124.63	10,361,857.72	10,361,857.72	10,361,857.72
<b>TOTAL Fund Balances</b>			243,111,440.01				247,850,377.08			

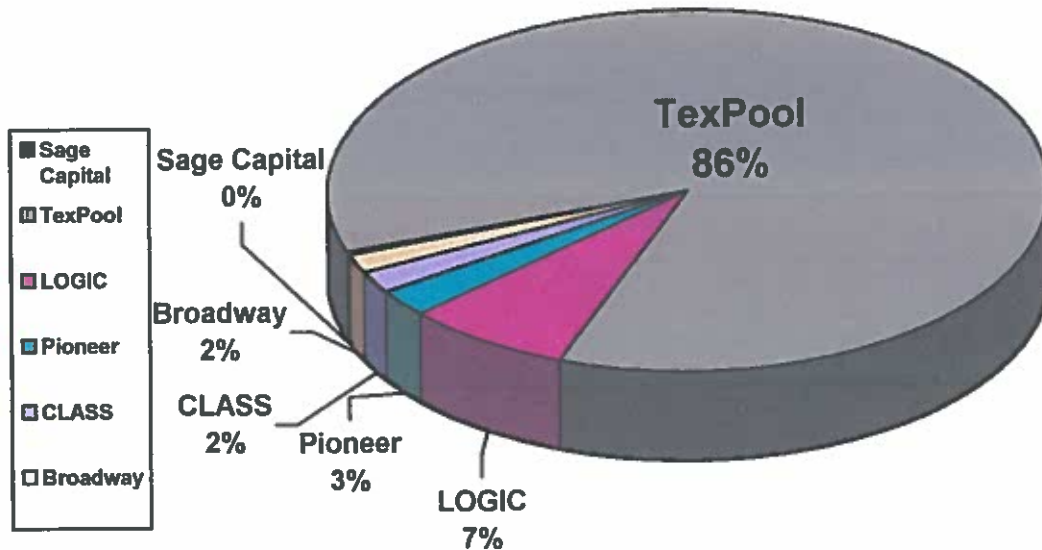
**BENCHMARK**  
 CURENT 90 DAY TREASURY BILL YIELDING RATE .09%

Fund Balances 12/31/2020





## INVESTMENT ALLOCATION TOTALS December 2020



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

*Marisol Villarreal-Alonzo*  
 \_\_\_\_\_  
 Marisol Villarreal-Alonzo, Hays County Auditor

*Britney Richey*  
 \_\_\_\_\_  
 Britney Richey, Hays County Treasurer

*Laura Nava*  
 \_\_\_\_\_  
 Laura Nava, Assistant Hays County Treasurer

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF JANUARY 2021

### CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 83,362.16	\$ -	\$ 5,921,033.90	\$ 3,000,000.00	\$ 8,389,172.67	\$ -	\$ 615,223.39	\$ 88,362,312.90	\$ 88,977,536.29
Road and Bridge General	\$ 74,205.74	\$ -	\$ 644,021.89	\$ -	\$ 209,388.48	\$ -	\$ 508,839.15	\$ 19,235,086.96	\$ 19,743,926.11
Medical and Dental Fund	\$ 39,071.95	\$ -	\$ 1,226,301.30	\$ -	\$ 1,240,480.27	\$ -	\$ 24,892.98	\$ 12,898,631.94	\$ 12,923,524.92
Sheriff's Drug Forfeiture	\$ 19,253.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,253.54	\$ 152,845.92	\$ 172,099.46
Sheriff's Federal Discretionary	\$ 74,884.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,884.20	\$ -	\$ 74,884.20
District Attorney Drug Forfeiture	\$ 38,920.29	\$ -	\$ -	\$ -	\$ 5,412.16	\$ -	\$ 33,508.13	\$ 66,415.23	\$ 99,923.36
Hot Check Fee Fund	\$ 42,541.66	\$ -	\$ 138.57	\$ -	\$ 1,176.58	\$ -	\$ 41,503.65	\$ -	\$ 41,503.65
Family Health Services	\$ 10,991.51	\$ -	\$ 98,933.44	\$ -	\$ 104,997.01	\$ -	\$ 4,927.94	\$ 492.85	\$ 5,420.79
Juvenile Detention Center	\$ 78,231.09	\$ -	\$ 302,820.60	\$ -	\$ 147,060.00	\$ -	\$ 233,991.69	\$ 164.69	\$ 234,156.38
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 174,888.27	\$ 174,889.27
HCL Provider Participation Fund	\$ 11.00	\$ -	\$ 1,225,115.07	\$ 2,000,000.00	\$ 1,899,110.49	\$ -	\$ 1,326,015.58	\$ 5,499,829.70	\$ 6,825,845.28
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,069.34	\$ 72,070.34
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,441,422.06	\$ 5,441,423.06
Help America Vote	\$ 333,246.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,246.35	\$ -	\$ 333,246.35
Corona Virus Relief Fund	\$ 492,950.25	\$ -	\$ -	\$ -	\$ 27,091.99	\$ -	\$ 465,858.26	\$ -	\$ 465,858.26
Historical Commission Trust Fund	\$ 70.02	\$ -	\$ 744.50	\$ -	\$ 661.90	\$ -	\$ 152.62	\$ 134,456.22	\$ 134,608.84
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,468.18	\$ 609,469.18
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 613,881.87	\$ 613,882.87
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,062,194.34	\$ 5,062,195.34
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 11,754.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,754.98	\$ 14,784,716.01	\$ 14,796,470.99
Limited Tax Bond Series 2017	\$ 0.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.97	\$ 12,601,595.58	\$ 12,601,596.55
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 28,897.90	\$ -	\$ -	\$ 4,636,254.64	\$ 4,615,814.64	\$ -	\$ 49,337.90	\$ 100,020,790.54	\$ 100,070,128.44
LaCima	\$ 161,956.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,956.52	\$ -	\$ 161,956.52
CDBG Disaster Recovery Program	\$ 53,532.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,532.84	\$ -	\$ 53,532.84
LCRA Service Fee Fund	\$ 1,425.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425.57	\$ 1,246.86	\$ 2,672.43
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 27.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27.28	\$ 33,155,061.50	\$ 33,155,088.78
<b>GRAND TOTALS:</b>	<b>\$ 1,572,056.07</b>	<b>\$ -</b>	<b>\$ 9,418,109.27</b>	<b>\$ 9,636,254.64</b>	<b>\$ 16,840,366.19</b>	<b>\$ -</b>	<b>\$ 3,987,053.79</b>	<b>\$ 298,887,570.96</b>	<b>\$ 302,874,624.75</b>

## Hays County Treasurer's Investment Report

For January 2021

PAGE 1

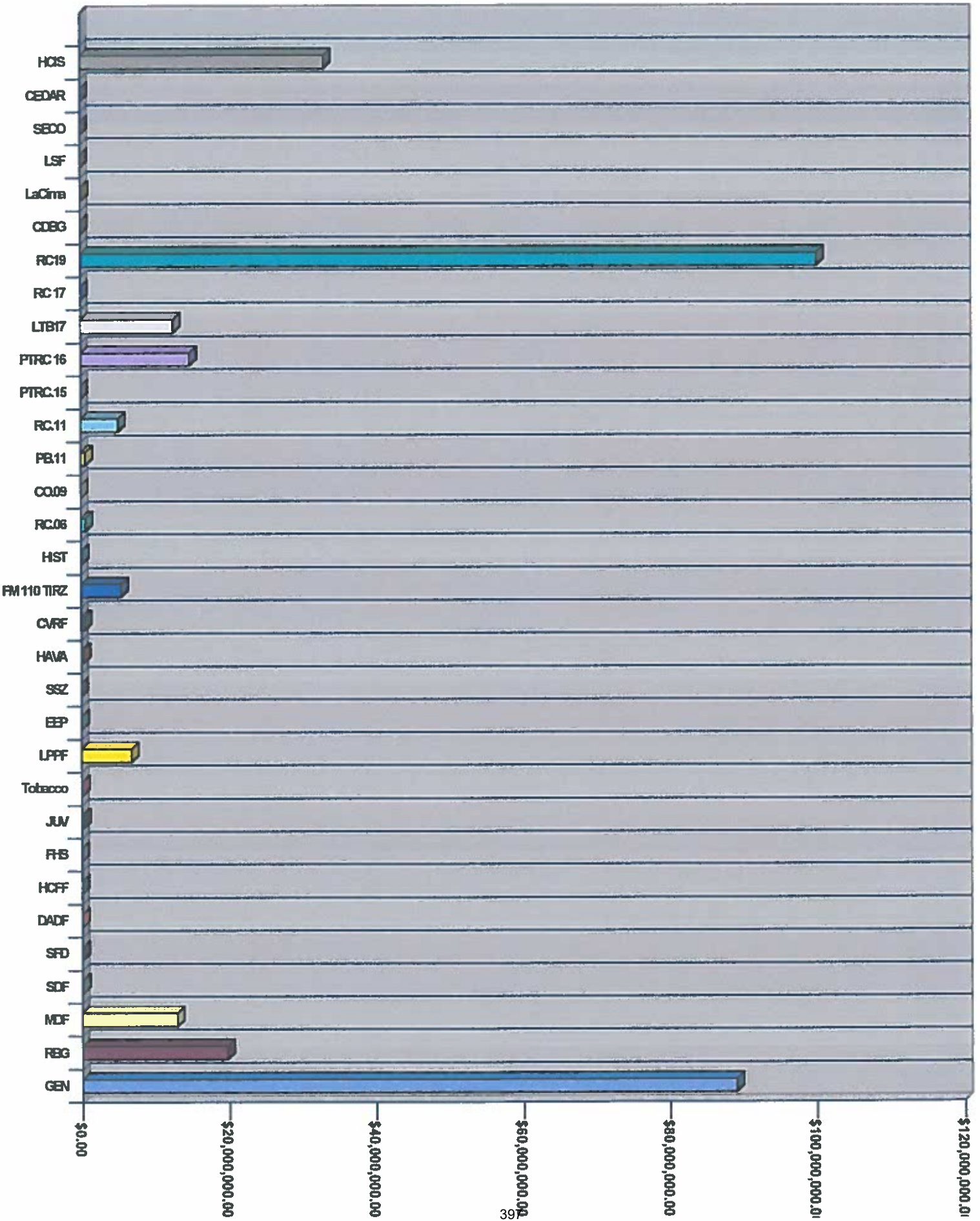
SAGE CAPITAL BANK CHECKING					
Description	12/31/20 Balance	Interest	Deposits	Debits	01/31/21 Balance
All Funds (see Page 1)	\$ 1,572,056.07	-	19,055,363.91	16,640,366.19	3,987,053.79
<b>TEXPOOL</b>					
	0.1474%	1.00032			
Description	12/31/20 Balance	Interest	Deposits	Debits	01/31/21 Balance
General	\$ 37,994,949.50	4,188.12	41,171,725.42	4,500,000.00	74,670,863.04
Road and Bridge General	\$ 14,612,709.13	1,166.06	4,329,295.77	216,168.32	18,727,002.64
Medical and Dental Fund	\$ 8,379,387.38	564.08	-	-	8,379,951.46
Sheriff's Drug Forfeiture	\$ 152,835.65	10.27	-	-	152,845.92
D.A. Drug Forfeiture	\$ 66,346.21	4.49	-	-	66,350.70
Health Services Grants	\$ 0.89	-	-	-	0.89
Juvenile Center	\$ 164.69	-	-	-	164.69
Tobacco Settlement Fund	\$ 174,876.51	11.76	-	-	174,888.27
HCL Provider Participation Fund	\$ 7,499,436.64	393.06	-	2,000,000.00	5,499,829.70
FM 110 TRZ No 1	\$ 5,441,055.82	366.24	-	-	5,441,422.06
Energy Efficiency Project	\$ 72,064.53	4.81	-	-	72,069.34
Historical Commission Trust	\$ 134,438.30	9.06	-	-	134,447.36
Road Construction 2006	\$ 609,427.17	41.01	-	-	609,468.18
Parks Bond 2011	\$ 613,832.06	41.31	-	-	613,873.37
Priority Road Bond Series 2011	\$ 480,362.71	32.34	-	-	480,395.05
Pass Thru Road Bond Series 2016	\$ 6,538,823.20	440.19	-	-	6,539,263.39
Limited Tax Bonds Series 2017	\$ 12,614,326.62	848.46	-	13,579.50	12,601,595.58
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 104,650,131.64	6,913.54	-	4,636,254.64	100,020,790.54
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 12,916,493.39	1,659.47	18,455,012.14	-	31,373,165.00
<b>All Funds</b>	<b>212,952,908.90</b>	<b>16,694.27</b>	<b>63,956,033.33</b>	<b>11,366,002.46</b>	<b>265,559,634.04</b>

CLASS - MBIA		0.2510%	1.0001756			
Description	12/31/20 Balance	Interest	Deposits	Debits	01/31/21 Balance	
General	\$ -	-	-	-	-	
Certificates of Obligation '09	\$ -	-	-	-	-	
Road Construction Bond 2011	\$ 4,581,287.28	512.01	-	-	4,581,799.29	
Parks Bond 2011	\$ 8.50	-	-	-	8.50	
All Funds	4,581,295.78	512.01	-	-	4,581,807.79	

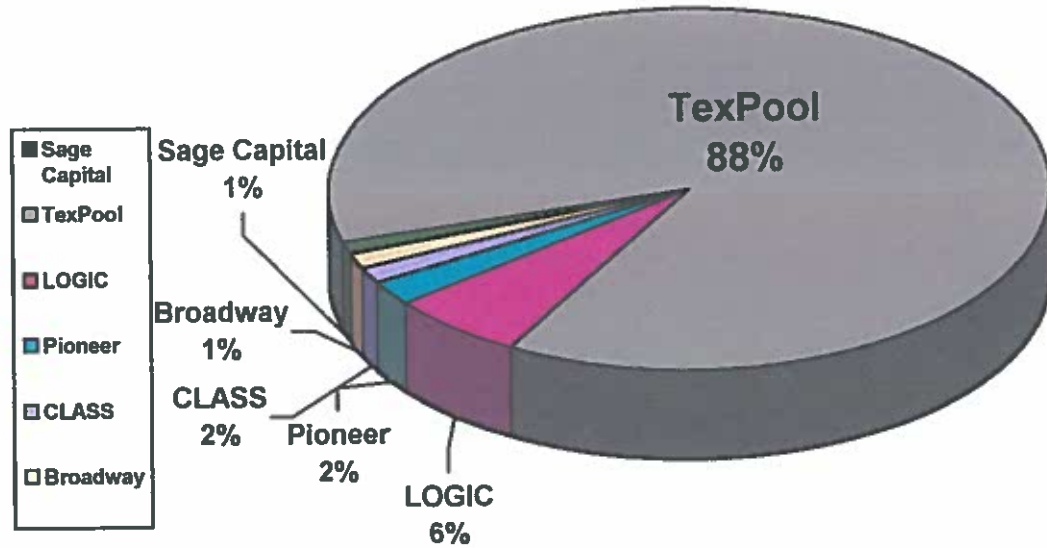
LOGIC		0.2565%	1.000310			
Description	12/31/20 Balance	Interest	Deposits	Debits	01/31/21 Balance	
General	\$ 11,573,776.76	1,267.30	-	-	11,575,044.06	
Road and Bridge General	\$ 508,029.40	55.62	-	-	508,085.02	
Medical and Dental Fund	\$ 4,518,185.73	494.75	-	-	4,518,680.48	
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53	
Health Services Grants	\$ 37.79	-	-	-	37.79	
Family Health Services	\$ 454.14	0.03	-	-	454.17	
Historical Commission Trust	\$ 8.86	-	-	-	8.86	
Certificates of Obligation '09	\$ -	-	-	-	-	
Hays County I & S	\$ 1,781,701.40	195.10	-	-	1,781,896.50	
All Funds	18,382,258.61	2,012.80	-	-	18,384,271.41	

CERTIFICATES OF DEPOSITS										
Description	Fund	Yield/ Maturity	Balances 12/31/2020			Transactions		Balances 01/31/2021		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	.3993% 02/22/2021	4,143,144.39	4,143,144.39	4,143,144.39	-	-	4,143,144.39	4,143,144.39	4,143,144.39
Broadway Bank	PTRC 16	.5% 04/01/2021	4,102,308.23	4,102,308.23	4,102,308.23	-	-	4,102,308.23	4,102,308.23	4,102,308.23
Pioneer Bank	General	.3993 % 12/20/2021	2,116,405.10	2,116,405.10	2,116,405.10	-	-	2,116,405.10	2,116,405.10	2,116,405.10
<b>TOTAL</b>			10,361,857.72	10,361,857.72	10,361,857.72	-	-	10,361,857.72	10,361,857.72	10,361,857.72
<b>TOTAL Fund Balances</b>			247,850,377.08					302,874,624.75		
<b>BENCHMARK</b>										
CURENT 90 DAY TREASURY BILL YIELDING RATE .06%										

# Fund Balances 1/31/2021



INVESTMENT ALLOCATION TOTALS  
January 2021



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

*Marisol Villarreal-Alonzo*  
Marisol Villarreal-Alonzo, Hays County Auditor

*Britney Richey*  
Britney Richey, Hays County Treasurer

*Laura Nava*  
Laura Nava, Assistant Hays County Treasurer

# HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF FEBRUARY 2021

## CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 615,223.39	\$ -	\$ 6,234,492.90	\$ 4,650,000.00	\$ 10,915,215.83	\$ -	\$ 584,500.46	\$ 97,882,768.83	\$ 98,467,269.29
Road and Bridge General	\$ 508,839.15	\$ -	\$ 138,920.76	\$ -	\$ 550,000.00	\$ -	\$ 97,759.91	\$ 20,776,167.71	\$ 20,873,927.62
Medical and Dental Fund	\$ 24,892.98	\$ -	\$ 1,031,624.04	\$ -	\$ 1,046,142.38	\$ -	\$ 10,374.64	\$ 12,899,257.77	\$ 12,909,632.41
Sheriff's Drug Forfeiture	\$ 19,253.54	\$ -	\$ 2,674.17	\$ -	\$ -	\$ -	\$ 21,927.71	\$ 152,851.00	\$ 174,778.71
Sheriff's Federal Discretionary	\$ 74,884.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,884.20	\$ -	\$ 74,884.20
District Attorney Drug Forfeiture	\$ 33,508.13	\$ -	\$ 3,079.34	\$ -	\$ -	\$ -	\$ 36,587.47	\$ 68,417.43	\$ 103,004.90
Hot Check Fee Fund	\$ 41,503.65	\$ -	\$ 135.36	\$ -	\$ -	\$ -	\$ 41,639.01	\$ -	\$ 41,639.01
Family Health Services	\$ 4,927.94	\$ -	\$ 1,051,222.63	\$ -	\$ 1,002,036.91	\$ -	\$ 54,113.66	\$ 492.88	\$ 54,606.54
Juvenile Detention Center	\$ 233,991.69	\$ -	\$ 243,445.59	\$ -	\$ 276,052.33	\$ -	\$ 201,384.95	\$ 164.69	\$ 201,549.64
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 174,894.04	\$ 174,895.04
HCL Provider Participation Fund	\$ 1,328,015.58	\$ -	\$ 700,000.00	\$ -	\$ 2,014,663.79	\$ -	\$ 11,351.79	\$ 4,799,993.14	\$ 4,811,344.93
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,071.75	\$ 72,072.75
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,441,601.83	\$ 5,441,602.83
Help America Vote	\$ 333,246.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,246.35	\$ -	\$ 333,246.35
Corona Virus Relief Fund	\$ 465,858.26	\$ -	\$ -	\$ -	\$ 33,405.30	\$ -	\$ 432,452.96	\$ -	\$ 432,452.96
Historical Commission Trust Fund	\$ 152.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152.62	\$ 134,460.62	\$ 134,613.24
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,488.30	\$ 609,489.30
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 613,902.15	\$ 613,903.15
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,062,593.46	\$ 5,062,594.46
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 11,754.98	\$ -	\$ 45,518.88	\$ -	\$ -	\$ -	\$ 57,273.86	\$ 14,791,871.39	\$ 14,849,145.25
Limited Tax Bond Series 2017	\$ 0.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.97	\$ 12,602,011.87	\$ 12,602,012.84
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 49,337.90	\$ -	\$ -	\$ 1,211,949.57	\$ 1,211,949.57	\$ -	\$ 49,337.90	\$ 98,812,124.36	\$ 98,861,462.26
CDBG Disaster Recovery Program	\$ 53,532.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,532.84	\$ -	\$ 53,532.84
LaCima	\$ 161,956.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,956.52	\$ -	\$ 161,956.52
LCRA Service Fee Fund	\$ 1,425.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425.57	\$ 1,248.86	\$ 2,672.43
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 27.28	\$ -	\$ 1,475,503.00	\$ 27,000,000.00	\$ 26,843.75	\$ 26,551,840.64	\$ 1,897,045.89	\$ 12,742,584.16	\$ 14,639,630.05
<b>GRAND TOTALS:</b>	<b>\$ 3,987,053.79</b>	<b>\$ -</b>	<b>\$ 10,926,616.67</b>	<b>\$ 32,881,949.57</b>	<b>\$ 17,076,109.86</b>	<b>\$ 26,551,840.64</b>	<b>\$ 4,147,669.53</b>	<b>\$ 287,636,964.24</b>	<b>\$ 291,784,633.77</b>

## Hays County Treasurer's Investment Report

For February 2021

PAGE 1

### SAGE CAPITAL BANK CHECKING

Description	01/31/21 Balance	Interest	Deposits	Debits	02/28/21 Balance
All Funds (see Page 1)	\$ 3,987,053.79	-	43,788,566.24	43,627,950.50	4,147,669.53

### TEXPOOL

0.1474%

1.00032

Description	01/31/21 Balance	Interest	Deposits	Debits	02/28/21 Balance
General	\$ 74,670,863.04	2,638.39	14,166,923.66	4,650,000.00	84,190,425.09
Road and Bridge General	\$ 18,727,002.64	647.74	1,540,393.79	-	20,268,044.17
Medical and Dental Fund	\$ 8,379,951.46	276.87	-	-	8,380,228.33
Sheriff's Drug Forfeiture	\$ 152,845.92	5.08	-	-	152,851.00
D.A. Drug Forfeiture	\$ 66,350.70	2.20	-	-	66,352.90
Health Services Grants	\$ 0.89	-	-	-	0.89
Juvenile Center	\$ 164.69	-	-	-	164.69
Tobacco Settlement Fund	\$ 174,888.27	5.77	-	-	174,894.04
HCL Provider Participation Fund	\$ 5,499,829.70	163.44	-	700,000.00	4,799,993.14
FM 110 TRZ No 1	\$ 5,441,422.06	179.77	-	-	5,441,601.83
Energy Efficiency Project	\$ 72,069.34	2.41	-	-	72,071.75
Historical Commission Trust	\$ 134,447.36	4.40	-	-	134,451.76
Road Construction 2006	\$ 609,468.18	20.12	-	-	609,488.30
Parks Bond 2011	\$ 613,873.37	20.28	-	-	613,893.65
Priority Road Bond Series 2011	\$ 480,395.05	15.87	-	-	480,410.92
Pass Thru Road Bond Series 2016	\$ 6,539,263.39	216.04	-	-	6,539,479.43
Limited Tax Bonds Series 2017	\$ 12,601,595.58	416.29	-	-	12,602,011.87
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 100,020,790.54	3,283.39	-	1,211,949.57	98,812,124.36
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 31,373,165.00	692.52	6,586,692.55	27,000,000.00	10,960,550.07
All Funds	265,559,634.04	8,590.58	22,294,010.00	33,561,949.57	254,300,285.05
	265,559,634.04				

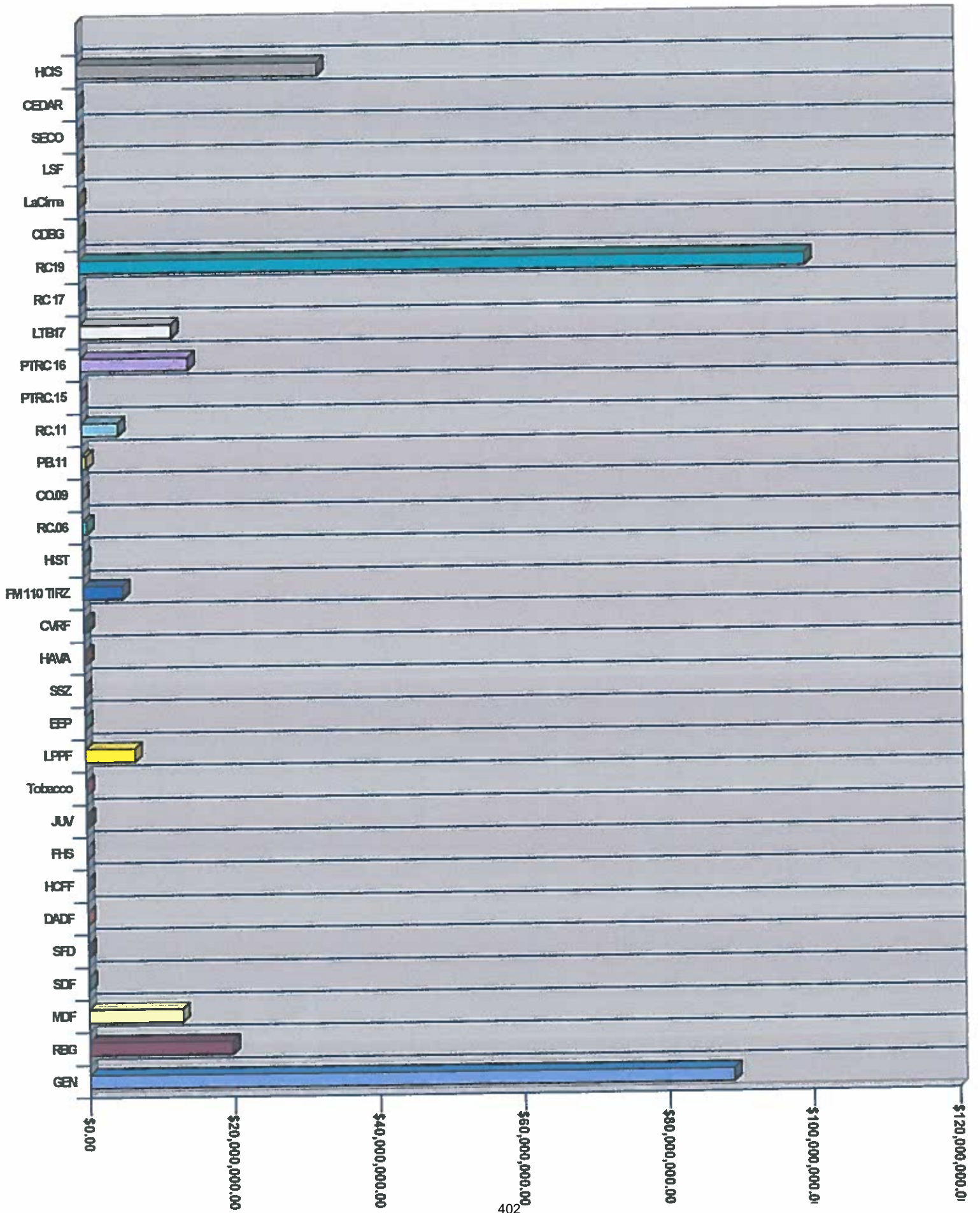


CLASS - MBIA		0.2510%	1.0001756			
Description	01/31/21 Balance	Interest	Deposits	Debits	02/28//21 Balance	
General	\$ -	-	-	-	-	
Certificates of Obligation '09	\$ -	-	-	-	-	
Road Construction Bond 2011	\$ 4,581,799.29	383.25	-	-	4,582,182.54	
Parks Bond 2011	\$ 8.50	-	-	-	8.50	
All Funds	4,581,807.79	383.25	-	-	4,582,191.04	

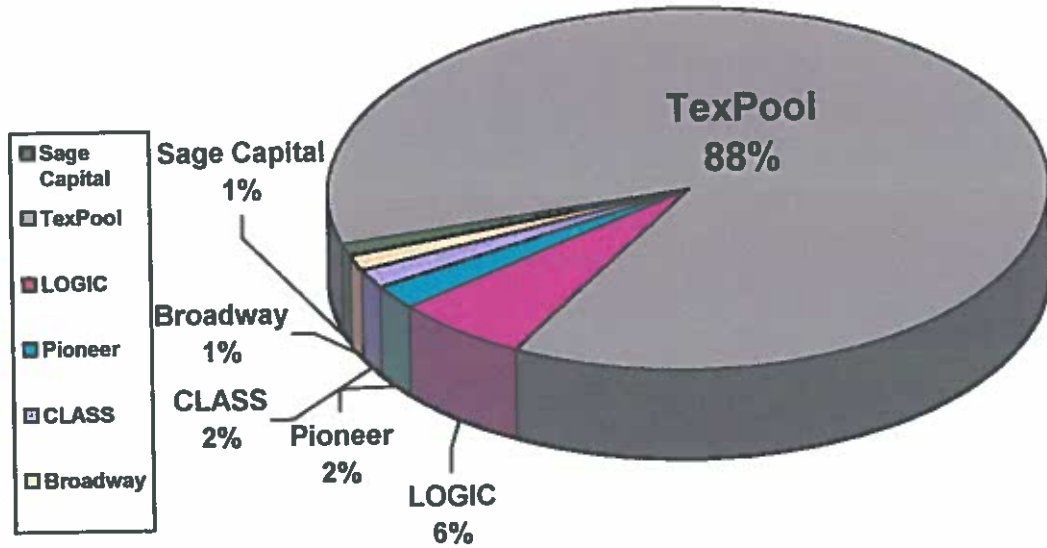
LOGIC		0.2565%	1.000310			
Description	01/31/21 Balance	Interest	Deposits	Debits	02/28//21 Balance	
General	\$ 11,575,044.06	893.88	-	-	11,575,937.94	
Road and Bridge General	\$ 508,085.02	39.22	-	-	508,124.24	
Medical and Dental Fund	\$ 4,518,680.48	348.96	-	-	4,519,029.44	
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53	
Health Services Grants	\$ 37.79	-	-	-	37.79	
Family Health Services	\$ 454.17	0.03	-	-	454.20	
Historical Commission Trust	\$ 8.86	-	-	-	8.86	
Certificates of Obligation '09	\$ -	-	-	-	-	
Hays County I & S	\$ 1,781,896.50	137.59	-	-	1,782,034.09	
All Funds	18,384,271.41	1,419.68	-	-	18,385,691.09	
	18,384,271.41					

CERTIFICATES OF DEPOSITS										
Description	Fund	Yield/ Maturity	Balances 01/31/2021			Transactions		Balances 02/28/2021		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	.2497% 08/21/2021	4,143,144.39	4,143,144.39	4,143,144.39	4,150,083.73	4,143,144.39	4,150,083.73	4,150,083.73	4,150,083.73
Broadway Bank	PTRC 16	.5% 04/01/2021	4,102,308.23	4,102,308.23	4,102,308.23	-	-	4,102,308.23	4,102,308.23	4,102,308.23
Pioneer Bank	General	.3993% 12/20/21	2,116,405.10	2,116,405.10	2,116,405.10	-	-	2,116,405.10	2,116,405.10	2,116,405.10
<b>TOTAL</b>			10,361,857.72	10,361,857.72	10,361,857.72	4,150,083.73	-	10,368,797.06	10,368,797.06	10,368,797.06
TOTAL Fund Balances		302,874,624.75					291,784,633.77			
<b>BENCHMARK</b>										
CURENT 90 DAY TREASURY BILL YIELDING RATE .04%										

# Fund Balances 2/28/2021



## INVESTMENT ALLOCATION TOTALS February 2021



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

*Marisol Villarreal-Alonzo*  
 \_\_\_\_\_  
 Marisol Villarreal-Alonzo, Hays County Auditor

*Britney Richey*  
 \_\_\_\_\_  
 Britney Richey, Hays County Treasurer

*Laura Nava*  
 \_\_\_\_\_  
 Laura Nava, Assistant Hays County Treasurer

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF MARCH 2021

### CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 584,500.46	\$ -	\$ 4,437,863.88	\$ 10,050,000.00	\$ 14,708,695.02	\$ -	\$ 363,669.32	\$ 89,420,209.94	\$ 89,783,879.26
Road and Bridge General	\$ 97,759.91	\$ -	\$ 206,046.53	\$ -	\$ 100,000.00	\$ -	\$ 203,806.44	\$ 20,952,792.48	\$ 21,156,598.92
Medical and Dental Fund	\$ 10,374.64	\$ -	\$ 1,387,247.83	\$ -	\$ 1,345,975.57	\$ -	\$ 51,646.90	\$ 12,899,761.10	\$ 12,951,408.00
Sheriff's Drug Forfeiture	\$ 21,927.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,927.71	\$ 152,853.42	\$ 174,781.13
Sheriff's Federal Discretionary	\$ 74,884.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,884.20	\$ -	\$ 74,884.20
District Attorney Drug Forfeiture	\$ 36,587.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,587.47	\$ 66,418.51	\$ 103,005.98
Hot Check Fee Fund	\$ 41,639.01	\$ -	\$ 275.65	\$ -	\$ -	\$ -	\$ 41,914.66	\$ -	\$ 41,914.66
Family Health Services	\$ 54,113.66	\$ -	\$ 164,339.65	\$ -	\$ -	\$ -	\$ 218,453.31	\$ 492.88	\$ 218,946.19
Juvenile Detention Center	\$ 201,384.95	\$ -	\$ 341,331.35	\$ -	\$ -	\$ -	\$ 542,716.30	\$ 164.69	\$ 542,880.99
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 174,896.82	\$ 174,897.82
HCL Provider Participation Fund	\$ 11,351.79	\$ -	\$ -	\$ 70,000.00	\$ 77,565.99	\$ -	\$ 3,785.80	\$ 4,730,068.55	\$ 4,733,854.35
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,072.90	\$ 72,073.90
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,441,688.36	\$ 5,441,689.36
Help America Vote	\$ 333,246.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,246.35	\$ -	\$ 333,246.35
Corona Virus Relief Fund	\$ 432,452.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,452.96	\$ -	\$ 432,452.96
Historical Commission Trust Fund	\$ 152.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152.62	\$ 134,462.77	\$ 134,615.39
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,498.03	\$ 609,499.03
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 613,911.94	\$ 613,912.94
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,063,010.16	\$ 5,063,011.16
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 57,273.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,273.86	\$ 14,791,975.44	\$ 14,849,249.30
Limited Tax Bond Series 2017	\$ 0.97	\$ -	\$ -	\$ 1,334,058.35	\$ 1,284,779.63	\$ -	\$ 49,279.69	\$ 11,268,141.00	\$ 11,317,420.69
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 49,337.90	\$ -	\$ -	\$ 1,300,000.00	\$ 1,208,956.41	\$ -	\$ 140,381.49	\$ 97,513,683.40	\$ 97,654,064.89
CDBG Disaster Recovery Program	\$ 53,532.84	\$ -	\$ 395,170.06	\$ -	\$ -	\$ -	\$ 448,702.90	\$ -	\$ 448,702.90
La Cima	\$ 161,956.52	\$ -	\$ 634,650.00	\$ -	\$ 630,111.12	\$ -	\$ 166,495.40	\$ -	\$ 166,495.40
LCRA Service Fee Fund	\$ 1,425.57	\$ -	\$ 25,812.50	\$ -	\$ -	\$ -	\$ 27,238.07	\$ 1,246.86	\$ 28,484.93
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 1,897,045.89	\$ -	\$ -	\$ -	\$ 315,960.00	\$ -	\$ 1,581,085.89	\$ 13,479,219.04	\$ 15,060,304.93
<b>GRAND TOTALS:</b>	<b>\$ 4,147,669.53</b>	<b>\$ -</b>	<b>\$ 7,592,737.45</b>	<b>\$ 12,754,058.35</b>	<b>\$ 19,672,043.74</b>	<b>\$ -</b>	<b>\$ 4,822,421.59</b>	<b>\$ 277,386,568.29</b>	<b>\$ 282,208,989.88</b>

## Hays County Treasurer's Investment Report

For March 2021

PAGE 1

### SAGE CAPITAL BANK CHECKING

Description	02/28/21 Balance	Interest	Deposits	Debits	03/31/21 Balance
All Funds (see Page 1)	\$ 4,147,669.53	-	20,346,795.80	19,672,043.74	4,822,421.59

### TEXPOOL

0.0200%

1.00017

Description	02/28/21 Balance	Interest	Deposits	Debits	03/31/21 Balance
General	\$ 84,190,425.09	1,303.29	1,585,189.91	10,050,000.00	75,726,918.29
Road and Bridge General	\$ 20,268,044.17	323.77	176,259.38	-	20,444,627.32
Medical and Dental Fund	\$ 8,380,228.33	133.29	-	-	8,380,361.62
Sheriff's Drug Forfeiture	\$ 152,851.00	2.42	-	-	152,853.42
D.A. Drug Forfeiture	\$ 66,352.90	1.08	-	-	66,353.98
Health Services Grants	\$ 0.89	-	-	-	0.89
Juvenile Center	\$ 164.69	-	-	-	164.69
Tobacco Settlement Fund	\$ 174,894.04	2.78	-	-	174,896.82
HCL Provider Participation Fund	\$ 4,799,993.14	75.41	-	70,000.00	4,730,068.55
FM 110 TRZ No 1	\$ 5,441,601.83	86.53	-	-	5,441,688.36
Coronavirus Relief	\$ -	-	-	-	-
Energy Efficiency Project	\$ 72,071.75	1.15	-	-	72,072.90
Historical Commission Trust	\$ 134,451.76	2.15	-	-	134,453.91
Road Construction 2006	\$ 609,488.30	9.73	-	-	609,498.03
Parks Bond 2011	\$ 613,893.65	9.79	-	-	613,903.44
Priority Road Bond Series 2011	\$ 480,410.92	7.65	-	-	480,418.57
Pass Thru Road Bond Series 2016	\$ 6,539,479.43	104.05	-	-	6,539,583.48
Limited Tax Bonds Series 2017	\$ 12,602,011.87	187.48	-	1,334,058.35	11,268,141.00
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 98,812,124.36	1,559.04	-	1,300,000.00	97,513,683.40
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 10,960,550.07	180.24	736,308.70	-	11,697,039.01
All Funds	\$ 254,300,285.05	3,989.85	2,497,757.99	12,754,058.35	244,047,974.54

CLASS - MBIA 0.1051% 1.0001098

Description	02/28/21 Balance	Interest	Deposits	Debits	03/31/21 Balance
General	\$ -	-	-	-	-
Certificates of Obligation '09	\$ -	-	-	-	-
Road Construction Bond 2011	\$ 4,582,182.54	409.05	-	-	4,582,591.59
Parks Bond 2011	\$ 8.50	-	-	-	8.50
All Funds	\$ 4,582,191.04	409.05	-	-	4,582,600.09

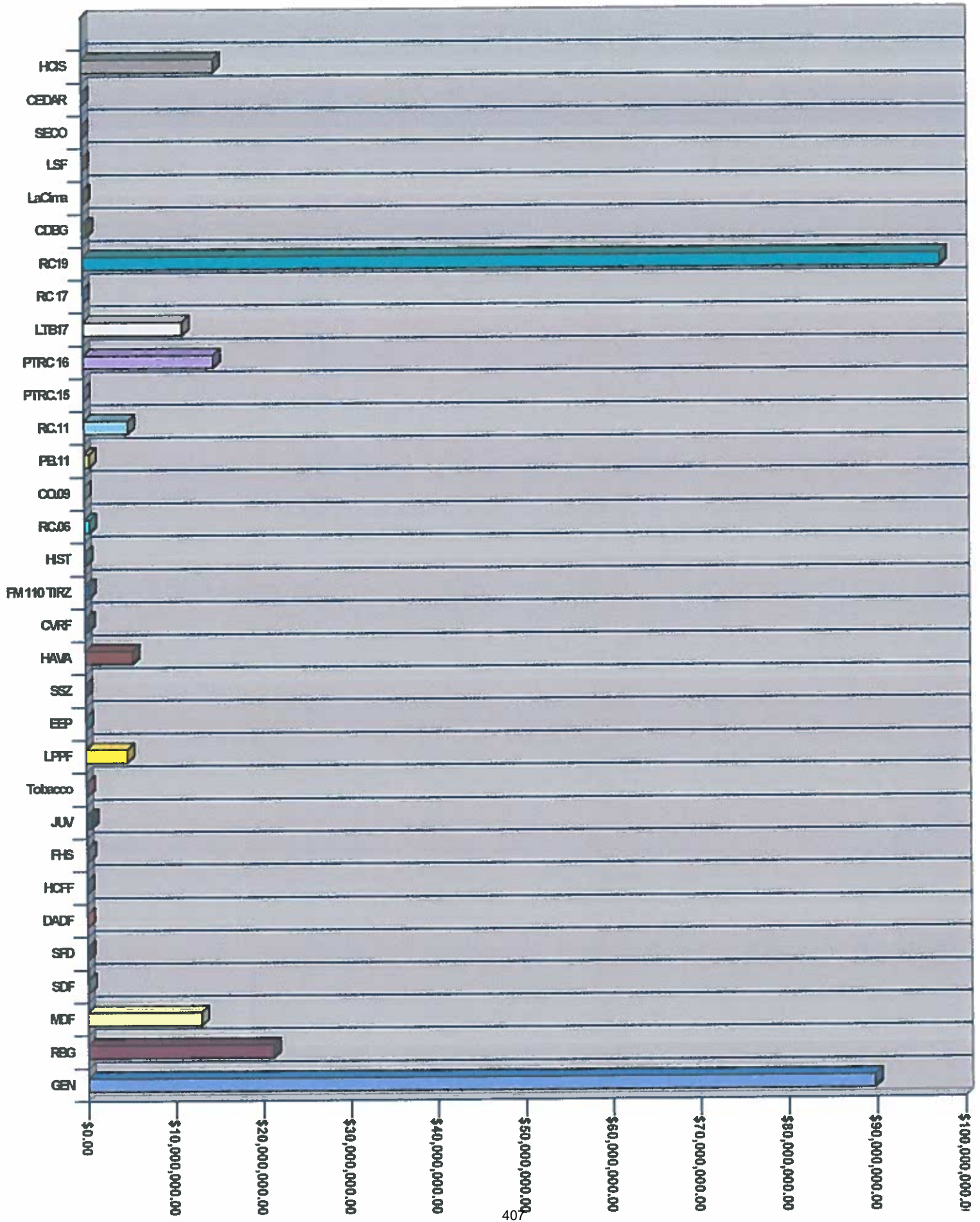
LOGIC 0.0964% 1.000103

Description	02/28/21 Balance	Interest	Deposits	Debits	03/31/21 Balance
General	\$ 11,575,937.94	947.91	-	-	11,576,885.85
Road and Bridge General	\$ 508,124.24	41.62	-	-	508,165.86
Medical and Dental Fund	\$ 4,519,029.44	370.04	-	-	4,519,399.48
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53
Health Services Grants	\$ 37.79	-	-	-	37.79
Family Health Services	\$ 454.20	-	-	-	454.20
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ -	-	-	-	-
Hays County I & S	\$ 1,782,034.09	145.94	-	-	1,782,180.03
All Funds	\$ 18,385,691.09	1,505.51	-	-	18,387,196.60

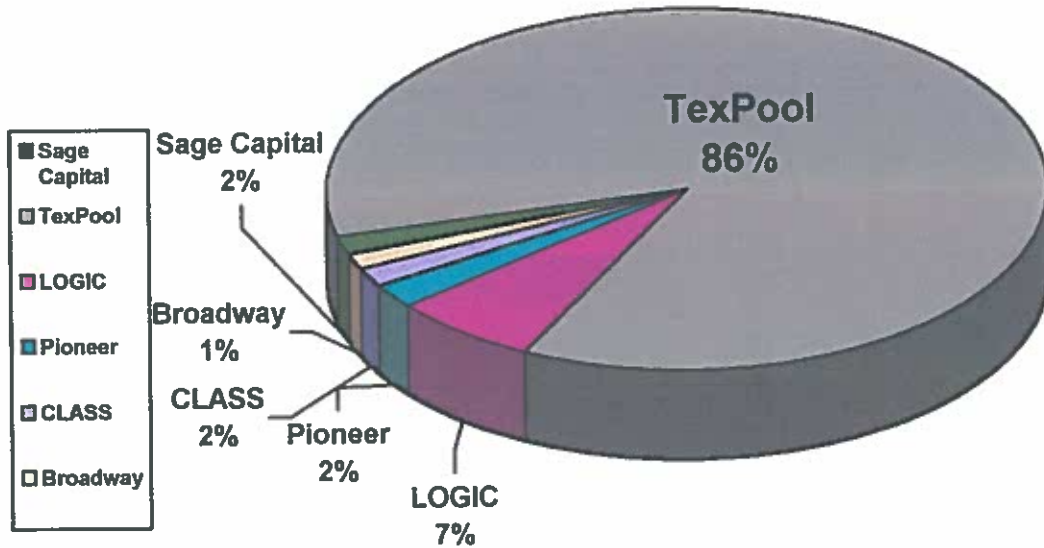
CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 02/28/2021			Transactions		Balances 03/31/2021		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	0.2497 08/21/2021	4,150,083.73	4,150,083.73	4,150,083.73	-	-	4,150,083.73	4,150,083.73	4,150,083.73
Broadway Bank	PTRC 16	.050% 4/1/2021	4,102,308.23	4,102,308.23	4,102,308.23	-	-	4,102,308.23	4,102,308.23	4,102,308.23
Pioneer Bank	General	.3993 % 12/20/2021	2,116,405.10	2,116,405.10	2,116,405.10	-	-	2,116,405.10	2,116,405.10	2,116,405.10
<b>TOTAL</b>			10,368,797.06	10,368,797.06	10,368,797.06	-	-	10,368,797.06	10,368,797.06	10,368,797.06
TOTAL Fund Balances		\$ 291,784,633.77						282,208,989.88		
<b>BENCHMARK</b>										
CURRENT 90 DAY TREASURY BILL YIELDING RATE .03%										

# Fund Balances 3/31/2021



## INVESTMENT ALLOCATION TOTALS March 2021



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

*Marisol Villarreal-Alonzo*

Marisol Villarreal-Alonzo, Hays County Auditor

*Britney Richey*

Britney Richey, Hays County Treasurer

*Laura Nava*

Laura Nava, Assistant Hays County Treasurer



# HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF APRIL 2021

## CHECKING

OPERATING FUNDS:	BEGINNING	Interest	Revenues	Deposits	Disbursements	Transfer to	ENDING	Total	TOTAL
	BALANCE			From Investments			BALANCE		
General	\$ 363,669.32	\$ -	\$ 7,336,295.97	\$ 7,700,000.00	\$ 14,093,585.14	\$ -	\$ 1,308,380.15	\$ 81,683,472.39	\$ 82,969,852.54
Road and Bridge General	\$ 203,808.44	\$ -	\$ 2,281,661.47	\$ -	\$ 803,027.80	\$ -	\$ 1,682,440.11	\$ 21,037,466.84	\$ 22,719,906.95
Medical and Dental Fund	\$ 51,646.90	\$ -	\$ 1,427,990.06	\$ -	\$ 1,395,506.87	\$ -	\$ 84,130.09	\$ 12,900,169.82	\$ 12,984,299.91
Sheriff's Drug Forfeiture	\$ 21,927.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,927.71	\$ 152,855.06	\$ 174,782.77
Sheriff's Federal Discretionary	\$ 74,884.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,884.20	\$ -	\$ 74,884.20
District Attorney Drug Forfeiture	\$ 36,587.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,587.47	\$ 66,419.29	\$ 103,006.76
Hot Check Fee Fund	\$ 41,914.66	\$ -	\$ 357.16	\$ -	\$ -	\$ -	\$ 42,271.82	\$ -	\$ 42,271.82
Family Health Services	\$ 218,453.31	\$ -	\$ 104,587.29	\$ -	\$ -	\$ -	\$ 323,020.60	\$ 492.88	\$ 323,513.48
Juvenile Detention Center	\$ 542,716.30	\$ -	\$ 248,088.99	\$ -	\$ -	\$ -	\$ 790,805.29	\$ 164.69	\$ 790,969.98
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ 103,078.24	\$ -	\$ -	\$ -	\$ 103,079.24	\$ 174,898.75	\$ 277,977.99
HCL Provider Participation Fund	\$ 3,785.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,785.80	\$ 4,730,120.89	\$ 4,733,906.69
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,073.68	\$ 72,074.68
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,441,748.58	\$ 5,441,749.58
Help America Vote	\$ 333,246.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333,246.35	\$ -	\$ 333,246.35
Corona Virus Relief Fund	\$ 432,452.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,452.96	\$ -	\$ 432,452.96
Historical Commission Trust Fund	\$ 152.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 152.62	\$ 134,464.31	\$ 134,616.93
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,504.78	\$ 609,505.78
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 613,918.70	\$ 613,919.70
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,063,331.81	\$ 5,063,332.81
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 57,273.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,273.86	\$ 14,793,069.18	\$ 14,850,343.04
Limited Tax Bond Series 2017	\$ 49,279.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,279.69	\$ 11,268,265.80	\$ 11,317,545.49
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 140,381.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,381.49	\$ 97,514,763.08	\$ 97,655,144.57
CDBG Disaster Recovery Program	\$ 448,702.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 448,702.90	\$ -	\$ 448,702.90
La Cima	\$ 166,495.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,495.40	\$ -	\$ 166,495.40
LCRA Service Fee Fund	\$ 27,238.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,238.07	\$ 1,246.86	\$ 28,484.93
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 1,581,085.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,085.89	\$ 13,823,080.29	\$ 15,404,166.18
<b>GRAND TOTALS:</b>	<b>\$ 4,822,421.59</b>	<b>\$ -</b>	<b>\$ 11,502,039.18</b>	<b>\$ 7,700,000.00</b>	<b>\$ 16,292,119.81</b>	<b>\$ -</b>	<b>\$ 7,732,340.96</b>	<b>\$ 270,081,527.68</b>	<b>\$ 277,793,868.64</b>

# Hays County Treasurer's Investment Report

For April 2021

## SAGE CAPITAL BANK CHECKING

Description	03/31/21 Balance	Interest	Deposits	Debits	04/30/21 Balance
All Funds (see Page 1)	\$ 4,822,421.59	-	19,202,039.18	16,292,119.81	7,732,340.96

## TEXPOOL

0.0200%

1.00017

Description	03/31/21 Balance	Interest	Deposits	Debits	04/30/21 Balance
General	\$ 75,726,918.29	801.21	741,651.74	8,500,000.00	67,969,371.24
Road and Bridge General	\$ 20,444,627.32	226.91	84,411.90	-	20,529,266.13
Medical and Dental Fund	\$ 8,380,361.62	92.74	-	-	8,380,454.36
Sheriff's Drug Forfeiture	\$ 152,853.42	1.64	-	-	152,855.06
D.A. Drug Forfeiture	\$ 66,353.98	0.78	-	-	66,354.76
Health Services Grants	\$ 0.89	-	-	-	0.89
Juvenile Center	\$ 164.69	-	-	-	164.69
Tobacco Settlement Fund	\$ 174,896.82	1.93	-	-	174,898.75
HCL Provider Participation Fund	\$ 4,730,068.55	52.34	-	-	4,730,120.89
FM 110 TRZ No 1	\$ 5,441,688.36	60.22	-	-	5,441,748.58
Coronavirus Relief	\$ -	-	-	-	-
Energy Efficiency Project	\$ 72,072.90	0.78	-	-	72,073.68
Historical Commission Trust	\$ 134,453.91	1.54	-	-	134,455.45
Road Construction 2006	\$ 609,498.03	6.75	-	-	609,504.78
Parks Bond 2011	\$ 613,903.44	6.76	-	-	613,910.20
Priority Road Bond Series 2011	\$ 480,418.57	5.35	-	-	480,423.92
Pass Thru Road Bond Series 2016	\$ 6,539,583.48	72.38	-	-	6,539,655.86
Limited Tax Bonds Series 2017	\$ 11,268,141.00	124.80	-	-	11,268,265.80
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 97,513,683.40	1,079.68	-	-	97,514,763.08
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 11,697,039.01	131.66	343,604.96	-	12,040,775.63
All Funds	\$ 244,047,974.54	2,667.47	1,169,668.60	8,500,000.00	236,720,310.61

CLASS - MBIA 0.0840% 1.0000947

Description	03/31/21 Balance	Interest	Deposits	Debits	04/30/21 Balance
General	\$ -	-	-	-	-
Certificates of Obligation '09	\$ -	-	-	-	-
Road Construction Bond 2011	\$ 4,582,591.59	316.30	-	-	4,582,907.89
Parks Bond 2011	\$ 8.50	-	-	-	8.50
All Funds	\$ 4,582,600.09	316.30	-	-	4,582,916.39

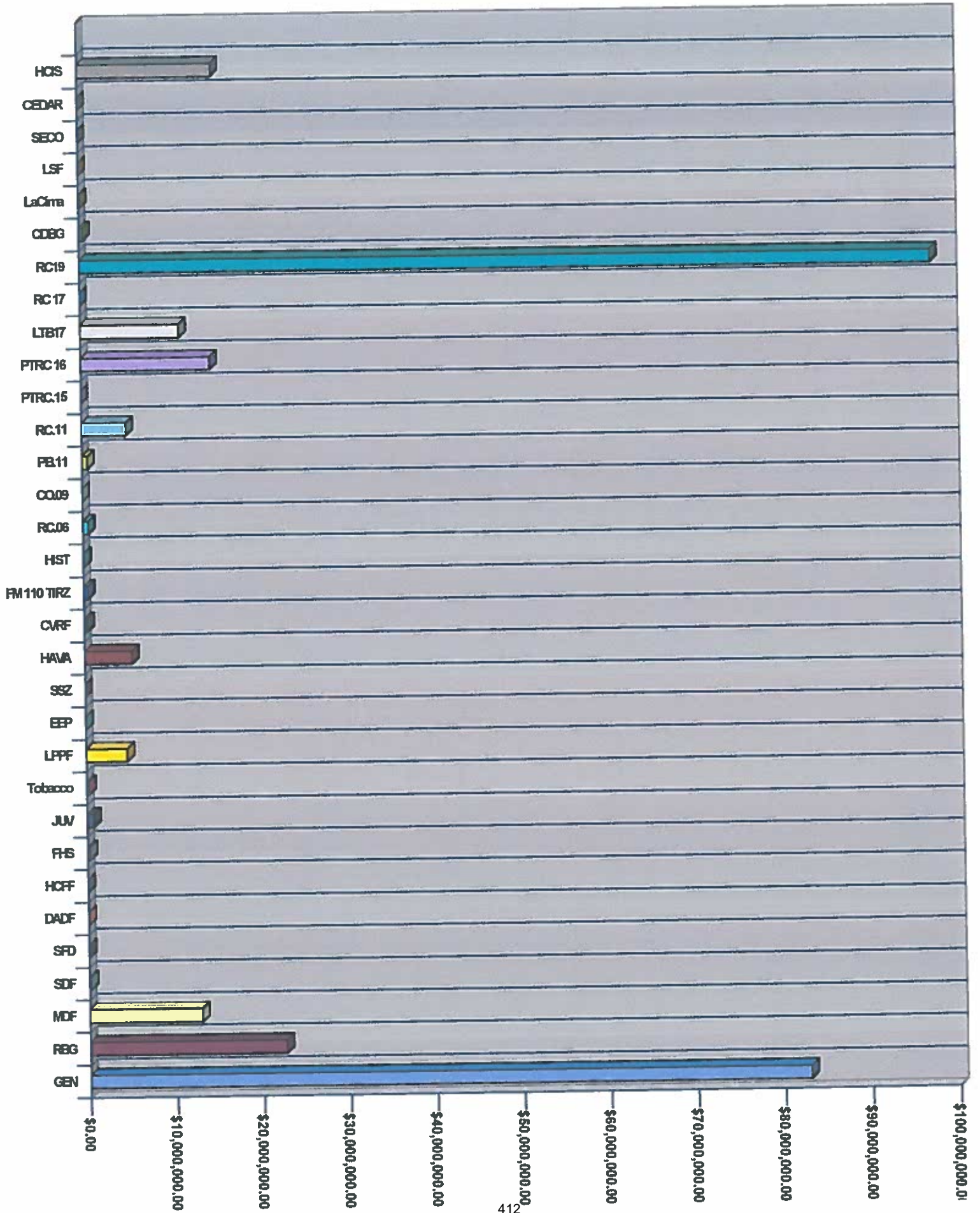
LOGIC 0.0851% 1.000082

Description	03/31/21 Balance	Interest	Deposits	Debits	04/30/21 Balance
General	\$ 11,576,885.85	809.50	-	-	11,577,695.35
Road and Bridge General	\$ 508,165.86	35.55	-	-	508,201.41
Medical and Dental Fund	\$ 4,519,399.48	315.98	-	-	4,519,715.46
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53
Health Services Grants	\$ 37.79	-	-	-	37.79
Family Health Services	\$ 454.20	-	-	-	454.20
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ -	-	-	-	-
Hays County I & S	\$ 1,782,180.03	124.63	-	-	1,782,304.66
All Funds	\$ 18,387,196.60	1,285.66	-	-	18,388,482.26

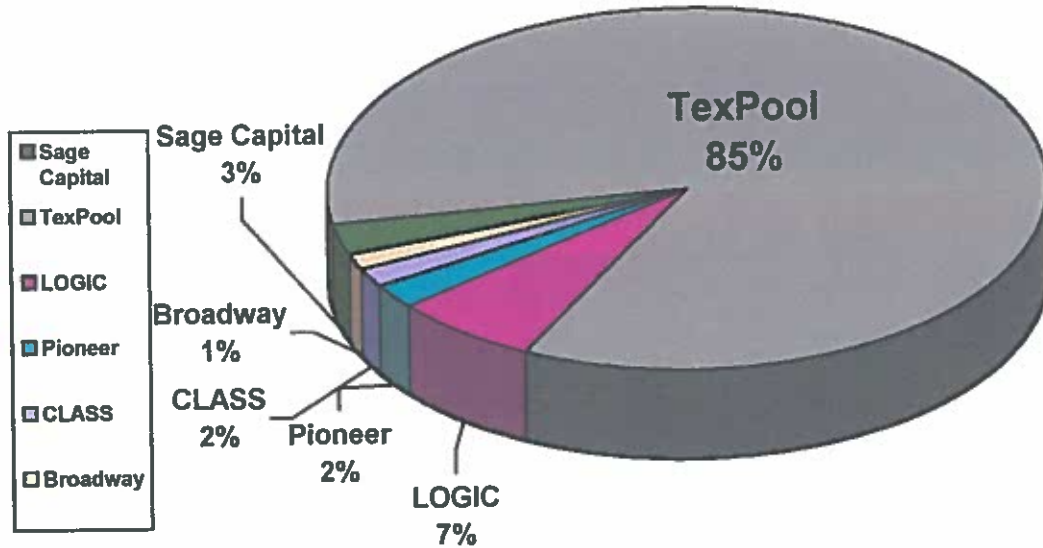
CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 03/31/2021			Transactions		Balances 04/30/2021		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	0.2497 08/21/2021	4,150,083.73	4,150,083.73	4,150,083.73	-	-	4,150,083.73	4,150,083.73	4,150,083.73
Broadway Bank	PTRC 16	.050% 10/1/2021	4,102,308.23	4,102,308.23	4,102,308.23	4,103,329.59	4,102,308.23	4,103,329.59	4,103,329.59	4,103,329.59
Pioneer Bank	General	.3993 % 12/20/2021	2,116,405.10	2,116,405.10	2,116,405.10	-	-	2,116,405.10	2,116,405.10	2,116,405.10
<b>TOTAL</b>			10,368,797.06	10,368,797.06	10,368,797.06	4,103,329.59	-	10,369,818.42	10,369,818.42	10,369,818.42
TOTAL Fund Balances		\$ 282,208,989.88					277,793,868.64			
<b>BENCHMARK</b>										
CURRENT 90 DAY TREASURY BILL YIELDING RATE .01%										

# Fund Balances 4/30/2021



## INVESTMENT ALLOCATION TOTALS April 2021



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

*Marisol Villarreal-Alonzo*

Marisol Villarreal-Alonzo, Hays County Auditor

*Britney Richey*

Britney Richey, Hays County Treasurer

*Laura Nava*

Laura Nava, Assistant Hays County Treasurer

# HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF MAY 2021

## CHECKING

OPERATING FUNDS:	BEGINNING	Interest	Revenues	Deposits	Disbursements	Transfer to	ENDING	Total	TOTAL
	BALANCE			From Investments					
General	\$ 1,308,380.15	\$ -	\$ 5,720,805.04	\$ 6,500,000.00	\$ 12,974,262.89	\$ -	\$ 552,922.30	\$ 75,716,636.34	\$ 76,269,558.64
Road and Bridge General	\$ 1,682,440.11	\$ -	\$ 193,246.59	\$ -	\$ 1,818,330.08	\$ -	\$ 57,356.62	\$ 20,798,403.14	\$ 20,855,759.78
Medical and Dental Fund	\$ 84,130.09	\$ -	\$ 870,179.38	\$ -	\$ 724,345.10	\$ -	\$ 229,964.37	\$ 12,299,045.66	\$ 12,529,010.03
Sheriff's Drug Forfeiture	\$ 21,927.71	\$ -	\$ 1,161.00	\$ -	\$ 5,976.41	\$ -	\$ 17,112.30	\$ 152,856.31	\$ 169,968.61
Sheriff's Federal Discretionary	\$ 74,884.20	\$ -	\$ -	\$ -	\$ 6,919.59	\$ -	\$ 67,964.61	\$ -	\$ 67,964.61
District Attorney Drug Forfeiture	\$ 36,587.47	\$ -	\$ 19,551.84	\$ -	\$ 59.96	\$ -	\$ 56,079.35	\$ 66,419.91	\$ 122,499.26
Hot Check Fee Fund	\$ 42,271.82	\$ -	\$ 111.95	\$ -	\$ 252.17	\$ -	\$ 42,131.60	\$ -	\$ 42,131.60
Family Health Services	\$ 323,020.60	\$ -	\$ 37,678.75	\$ -	\$ 43,624.59	\$ -	\$ 317,074.76	\$ 492.88	\$ 317,567.64
Juvenile Detention Center	\$ 790,805.29	\$ -	\$ 258,479.02	\$ -	\$ 303,618.47	\$ -	\$ 746,665.84	\$ 164.69	\$ 746,830.53
Tobacco Settlement Fund	\$ 103,079.24	\$ -	\$ -	\$ -	\$ 62,759.72	\$ -	\$ 40,319.52	\$ 174,900.31	\$ 215,219.83
HCL Provider Participation Fund	\$ 3,785.80	\$ -	\$ 5,200,664.55	\$ -	\$ 233,603.59	\$ -	\$ 4,970,846.76	\$ 4,730,161.81	\$ 9,701,008.57
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,074.30	\$ 72,075.30
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1.00	\$ -	\$ 904,542.00	\$ -	\$ -	\$ -	\$ 904,543.00	\$ 5,441,795.74	\$ 6,346,338.74
Help America Vote	\$ 333,246.35	\$ -	\$ -	\$ -	\$ 24,118.42	\$ -	\$ 309,127.93	\$ -	\$ 309,127.93
Corona Virus Relief Fund	\$ 432,452.96	\$ -	\$ -	\$ -	\$ 427,036.64	\$ -	\$ 5,416.32	\$ -	\$ 5,416.32
Historical Commission Trust Fund	\$ 152.62	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ 272.62	\$ 134,465.56	\$ 134,738.18
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,510.09	\$ 609,511.09
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 612,861.07	\$ 612,862.07
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,062,843.93	\$ 5,062,844.93
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 57,273.86	\$ -	\$ -	\$ 275,000.00	\$ 328,104.45	\$ -	\$ 4,169.41	\$ 13,074,788.93	\$ 13,078,958.34
Limited Tax Bond Series 2017	\$ 49,279.69	\$ -	\$ -	\$ -	\$ 10,484.12	\$ -	\$ 38,795.57	\$ 9,043,086.26	\$ 9,081,881.83
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 140,381.49	\$ -	\$ -	\$ 1,160,488.22	\$ 1,299,231.49	\$ -	\$ 1,638.22	\$ 95,103,533.70	\$ 95,105,171.92
La Cima	\$ 166,495.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,495.40	\$ -	\$ 166,495.40
CDBG Disaster Recovery Program	\$ 448,702.90	\$ -	\$ -	\$ -	\$ 423,279.34	\$ -	\$ 25,423.56	\$ -	\$ 25,423.56
LCRA Service Fee Fund	\$ 27,238.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,238.07	\$ 1,246.86	\$ 28,484.93
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 1,581,085.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,581,085.89	\$ 14,078,938.99	\$ 15,660,024.88
<b>GRAND TOTALS:</b>	<b>\$ 7,732,340.96</b>	<b>\$ -</b>	<b>\$ 13,207,540.12</b>	<b>\$ 7,935,488.22</b>	<b>\$ 18,688,007.03</b>	<b>\$ -</b>	<b>\$ 10,189,362.27</b>	<b>\$ 257,174,226.48</b>	<b>\$ 267,363,588.75</b>

## Hays County Treasurer's Investment Report

For May 2021

PAGE 1

### SAGE CAPITAL BANK CHECKING

Description	04/30/21 Balance	Interest	Deposits	Debits	05/31/21 Balance
All Funds (see Page 1)	\$ 7,732,340.96	-	21,143,028.34	18,686,007.03	10,189,362.27

### TEXPOOL

0.0100%

1.00013

Description	04/30/21 Balance	Interest	Deposits	Debits	05/31/21 Balance
General	\$ 67,969,371.24	560.71	551,859.68	6,500,000.00	62,021,791.63
Road and Bridge General	\$ 20,529,266.13	177.54	63,255.37	302,529.25	20,290,169.79
Medical and Dental Fund	\$ 8,380,454.36	71.79	-	601,486.21	7,779,039.94
Sheriff's Drug Forfeiture	\$ 152,855.06	1.25	-	-	152,856.31
D.A. Drug Forfeiture	\$ 66,354.76	0.62	-	-	66,355.38
Health Services Grants	\$ 0.89	-	-	-	0.89
Juvenile Center	\$ 164.69	-	-	-	164.69
Tobacco Settlement Fund	\$ 174,898.75	1.56	-	-	174,900.31
HCL Provider Participation Fund	\$ 4,730,120.89	40.92	-	-	4,730,161.81
FM 110 TRZ No 1	\$ 5,441,748.58	47.16	-	-	5,441,795.74
Coronavirus Relief	\$ -	-	-	-	-
Energy Efficiency Project	\$ 72,073.68	0.62	-	-	72,074.30
Historical Commission Trust	\$ 134,455.45	1.25	-	-	134,456.70
Road Construction 2006	\$ 609,504.78	5.31	-	-	609,510.09
Parks Bond 2011	\$ 613,910.20	5.31	-	1,062.94	612,852.57
Priority Road Bond Series 2011	\$ 480,423.92	4.06	-	797.06	479,630.92
Pass Thru Road Bond Series 2016	\$ 6,539,655.86	53.96	-	1,718,334.21	4,821,375.61
Limited Tax Bonds Series 2017	\$ 11,268,265.80	94.97	-	2,225,274.51	9,043,086.26
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 97,514,763.08	839.93	-	2,412,069.31	95,103,533.70
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 12,040,775.63	105.24	255,639.00	-	12,296,519.87
All Funds	\$ 236,720,310.61	2,012.20	870,754.05	13,761,553.49	223,831,523.37

CLASS - MBIA 0.0784% 1.0000620

Description	04/30/21 Balance	Interest	Deposits	Debits	05/31/21 Balance
General	\$ -	-	-	-	-
Certificates of Obligation '09	\$ -	-	-	-	4,583,213.01
Road Construction Bond 2011	\$ 4,582,907.89	305.12	-	-	8.50
Parks Bond 2011	\$ 8.50	-	-	-	-
All Funds	\$ 4,582,916.39	305.12	-	-	4,583,221.51

LOGIC 0.0756% 1.000092

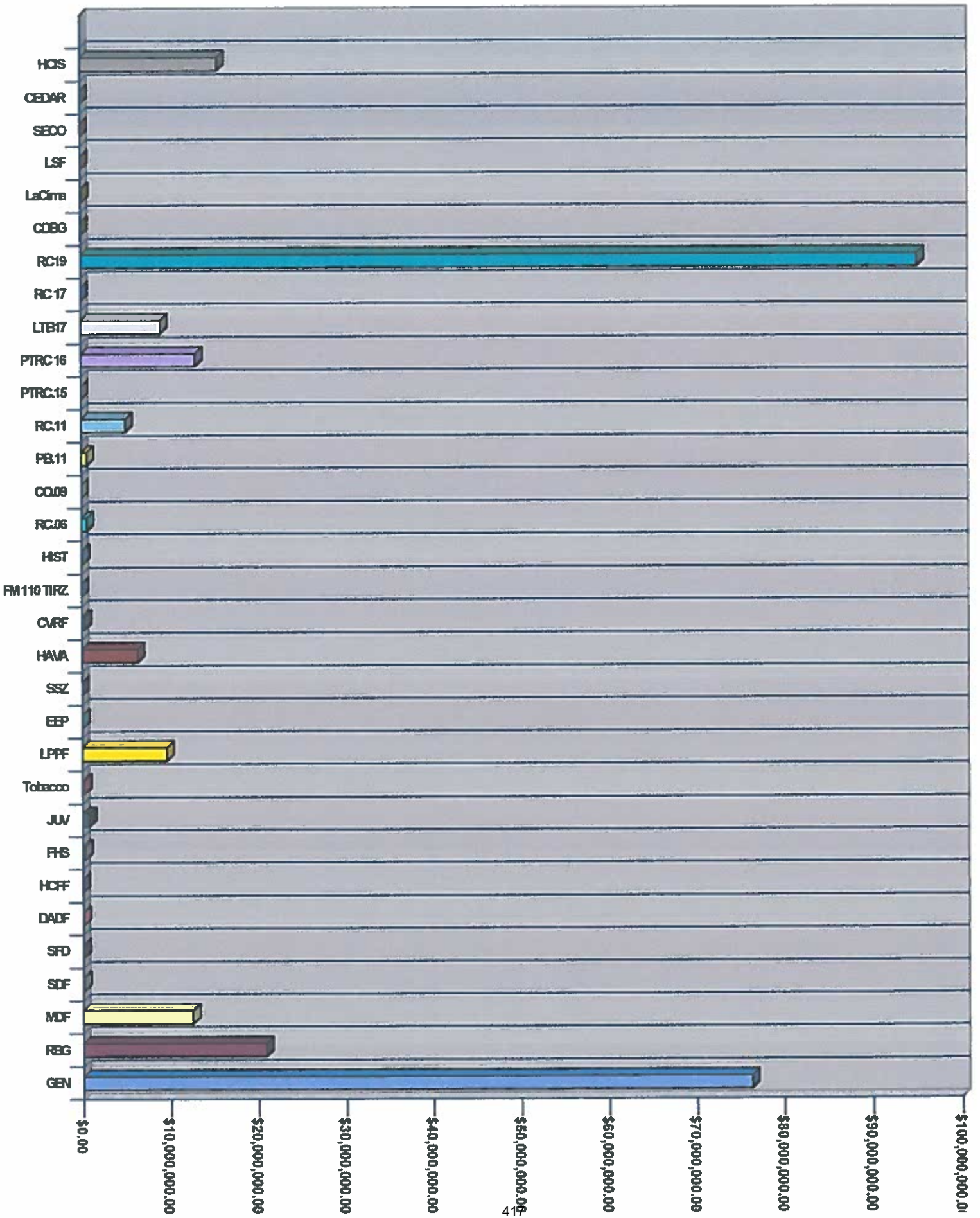
Description	04/30/21 Balance	Interest	Deposits	Debits	05/31/21 Balance
General	\$ 11,577,695.35	743.56	-	-	11,578,438.91
Road and Bridge General	\$ 508,201.41	32.64	-	-	508,234.05
Medical and Dental Fund	\$ 4,519,715.46	290.26	-	-	4,520,005.72
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53
Health Services Grants	\$ 37.79	-	-	-	37.79
Family Health Services	\$ 454.20	-	-	-	454.20
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ -	-	-	-	-
Hays County I & S	\$ 1,782,304.66	114.46	-	-	1,782,419.12
All Funds	\$ 18,388,482.26	1,180.92	-	-	18,389,663.18

CERTIFICATES OF DEPOSITS

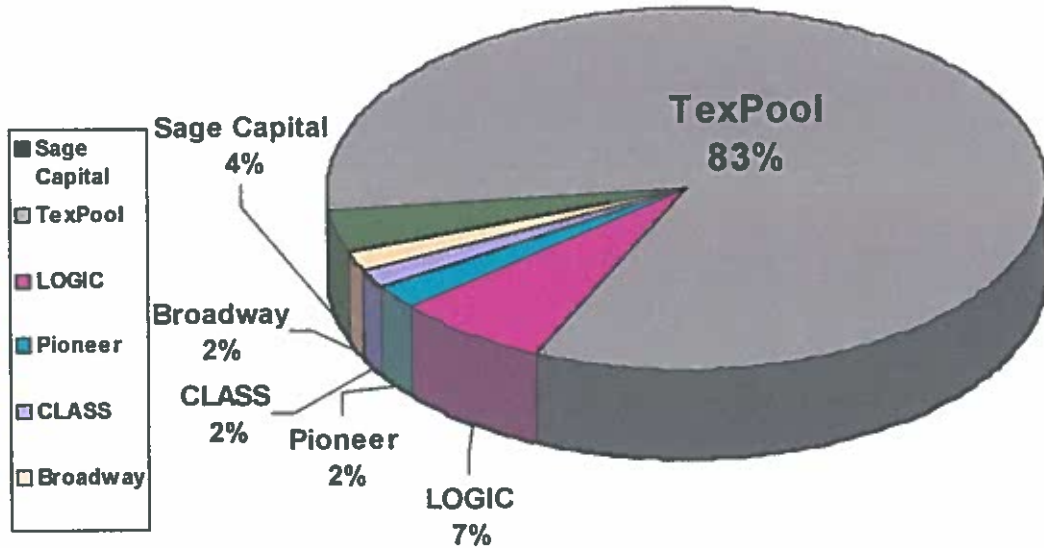
Description	Fund	Yield/ Maturity	Balances 04/30/2021			Transactions		Balances 05/31/2021		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	0.2497 08/21/2021	4,150,083.73	4,150,083.73	4,150,083.73	-	-	4,150,083.73	4,150,083.73	4,150,083.73
Broadway Bank	PTRC 16	.050% 10/1/2021	4,103,329.59	4,103,329.59	4,103,329.59	-	-	4,103,329.59	4,103,329.59	4,103,329.59
Pioneer Bank	General	.3993 % 12/20/2021	2,116,405.10	2,116,405.10	2,116,405.10	-	-	2,116,405.10	2,116,405.10	2,116,405.10
<b>TOTAL</b>			10,369,818.42	10,369,818.42	10,369,818.42	-	-	10,369,818.42	10,369,818.42	10,369,818.42
TOTAL Fund Balances		\$ 277,793,868.64					267,363,588.75			
<b>BENCHMARK</b>										
CURRENT 90 DAY TREASURY BILL YIELDING RATE .01%										



# Fund Balances 5/31/2021

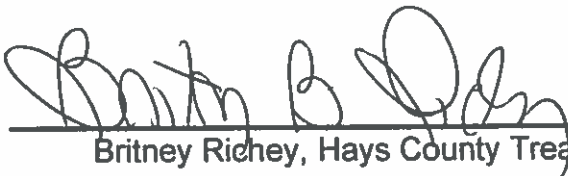


## INVESTMENT ALLOCATION TOTALS May 2021



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

  
 \_\_\_\_\_  
 Marisol Villarreal-Alonzo, Hays County Auditor

  
 \_\_\_\_\_  
 Britney Richey, Hays County Treasurer

  
 \_\_\_\_\_  
 Laura Nava, Assistant Hays County Treasurer

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF JUNE 2021

### CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 552,922.30	\$ -	\$ 6,976,050.77	\$ 2,000,000.00	\$ 9,307,820.09	\$ -	\$ 221,352.98	\$ 84,723,162.03	\$ 84,944,515.01
Road and Bridge General	\$ 57,356.62	\$ -	\$ 382,558.55	\$ -	\$ 324,023.08	\$ -	\$ 115,892.09	\$ 17,884,207.95	\$ 18,000,100.04
Medical and Dental Fund	\$ 229,964.37	\$ -	\$ 894,177.28	\$ -	\$ 1,120,557.89	\$ -	\$ 3,583.76	\$ 11,916,508.52	\$ 11,920,090.28
Sheriff's Drug Forfeiture	\$ 17,112.30	\$ -	\$ -	\$ -	\$ 14,677.65	\$ -	\$ 2,434.65	\$ 149,689.12	\$ 152,123.77
Sheriff's Federal Discretionary	\$ 67,964.61	\$ -	\$ -	\$ -	\$ 14,148.97	\$ -	\$ 53,815.64	\$ -	\$ 53,815.64
District Attorney Drug Forfeiture	\$ 56,079.35	\$ -	\$ 8,236.08	\$ -	\$ 59.96	\$ -	\$ 64,255.47	\$ 66,420.64	\$ 130,676.11
Hot Check Fee Fund	\$ 42,131.60	\$ -	\$ 335.75	\$ -	\$ 635.87	\$ -	\$ 41,831.48	\$ -	\$ 41,831.48
Family Health Services	\$ 317,074.76	\$ -	\$ 44,057.34	\$ -	\$ 127,334.38	\$ -	\$ 233,797.72	\$ 1,095,173.29	\$ 1,328,971.01
Juvenile Detention Center	\$ 746,665.84	\$ -	\$ 184,864.14	\$ -	\$ 326,352.33	\$ -	\$ 805,177.65	\$ 13,776.82	\$ 618,954.47
Tobacco Settlement Fund	\$ 40,319.52	\$ -	\$ -	\$ -	\$ 32,138.03	\$ -	\$ 8,181.49	\$ 174,802.20	\$ 183,083.69
HCL Provider Participation Fund	\$ 4,970,846.76	\$ -	\$ 508,432.72	\$ -	\$ 2,731,019.25	\$ -	\$ 2,748,260.23	\$ 4,730,212.62	\$ 7,478,472.85
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,075.03	\$ 72,076.03
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TRZ	\$ 904,543.00	\$ -	\$ 559,856.00	\$ -	\$ -	\$ -	\$ 1,464,399.00	\$ 5,441,854.21	\$ 6,906,253.21
Help America Vote	\$ 309,127.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 309,127.93	\$ -	\$ 309,127.93
Corona Virus Relief Fund	\$ 5,416.32	\$ -	\$ 8,400.00	\$ -	\$ 3,899.74	\$ -	\$ 9,916.58	\$ 530,633.22	\$ 540,558.33
Emergency Rental Assistance	\$ -	\$ -	\$ 6,955,475.70	\$ -	\$ -	\$ -	\$ 6,955,475.70	\$ -	\$ 6,955,475.70
Historical Commission Trust Fund	\$ 272.62	\$ -	\$ 145.00	\$ -	\$ -	\$ -	\$ 417.62	\$ 134,467.02	\$ 134,884.64
<b>CONSTRUCTION FUNDS:</b>									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,516.65	\$ 609,517.65
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 611,273.52	\$ 611,274.52
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,083,876.30	\$ 5,083,877.30
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 4,169.41	\$ -	\$ -	\$ -	\$ 1,066.18	\$ -	\$ 3,103.23	\$ 9,643,230.40	\$ 9,646,333.63
Limited Tax Bond Series 2017	\$ 38,795.57	\$ -	\$ 416,925.12	\$ -	\$ 416,683.53	\$ -	\$ 39,037.16	\$ 10,619,471.48	\$ 10,658,508.64
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 1,638.22	\$ -	\$ 397.56	\$ 780,291.45	\$ 780,291.45	\$ -	\$ 2,035.78	\$ 90,592,145.39	\$ 90,594,181.17
La Cima	\$ 166,495.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,495.40	\$ -	\$ 166,495.40
CDBG Disaster Recovery Program	\$ 25,423.56	\$ -	\$ 800,767.73	\$ -	\$ 808,146.08	\$ -	\$ 18,045.21	\$ -	\$ 18,045.21
LCRA Service Fee Fund	\$ 27,238.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,238.07	\$ 1,246.86	\$ 28,484.93
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
<b>INTEREST AND SINKING FUNDS:</b>									
Hays County I & S	\$ 1,581,085.89	\$ -	\$ -	\$ -	\$ 520,014.75	\$ -	\$ 1,061,071.14	\$ 14,346,574.87	\$ 15,407,646.01
<b>GRAND TOTALS:</b>	<b>\$ 10,189,362.27</b>	<b>\$ -</b>	<b>\$ 17,740,679.74</b>	<b>\$ 2,780,291.45</b>	<b>\$ 16,528,659.23</b>	<b>\$ -</b>	<b>\$ 14,181,864.23</b>	<b>\$ 258,420,416.14</b>	<b>\$ 272,602,088.90</b>

## Hays County Treasurer's Investment Report

For June 2021

PAGE 1

### SAGE CAPITAL BANK CHECKING

Description	05/31/21 Balance	Interest	Deposits	Debits	06/30/21 Balance
All Funds (see Page 1)	\$ 10,189,362.27	-	20,520,971.19	16,528,669.23	14,181,664.23

### TEXPOOL

0.0100%

1.00009

Description	05/31/21 Balance	Interest	Deposits	Debits	06/30/21 Balance
General	\$ 62,021,791.63	776.12	15,931,301.14	6,926,111.51	71,027,757.38
Road and Bridge General	\$ 20,290,169.79	187.15	66,313.26	2,980,720.16	17,375,950.04
Medical and Dental Fund	\$ 7,779,039.94	79.43	111,592.54	494,429.71	7,396,282.20
Sheriff's Drug Forfeiture	\$ 152,856.31	1.60	-	3,168.79	149,689.12
D.A. Drug Forfeiture	\$ 66,355.38	0.73	-	-	66,356.11
Health Services Grants	\$ 0.89	11.09	1,094,669.32	-	1,094,681.30
Juvenile Center	\$ 164.69	0.13	13,612.00	-	13,776.82
Tobacco Settlement Fund	\$ 174,900.31	1.89	-	-	174,902.20
HCL Provider Participation Fund	\$ 4,730,161.81	50.81	-	-	4,730,212.62
FM 110 TRZ No 1	\$ 5,441,795.74	58.47	-	-	5,441,854.21
Coronavirus Relief	\$ -	7.28	3,864,642.51	3,334,016.57	530,633.22
Energy Efficiency Project	\$ 72,074.30	0.73	-	-	72,075.03
Historical Commission Trust	\$ 134,456.70	1.46	-	-	134,458.16
Road Construction 2006	\$ 609,510.09	6.56	-	-	609,516.65
Parks Bond 2011	\$ 612,852.57	6.57	-	1,594.12	611,265.02
Priority Road Bond Series 2011	\$ 479,630.92	5.12	797.06	-	480,433.10
Pass Thru Road Bond Series 2016	\$ 4,821,375.61	14.94	-	3,431,573.47	1,389,817.08
Limited Tax Bonds Series 2017	\$ 9,043,086.26	116.88	3,000,000.00	1,423,731.66	10,619,471.48
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 95,103,533.70	979.02	-	4,512,367.33	90,592,145.39
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 12,296,519.87	133.89	267,415.78	-	12,564,069.54
All Funds	\$ 223,831,523.37	2,439.87	24,350,343.61	23,107,713.32	225,076,593.53

CLASS - MBIA 0.0611% 1.0000242

Description	05/31/21 Balance	Interest	Deposits	Debits	06/30/21 Balance
General	\$ -	-	-	-	-
Certificates of Obligation '09	\$ -	-	-	-	-
Road Construction Bond 2011	\$ 4,583,213.01	230.19	-	-	4,583,443.20
Parks Bond 2011	\$ 8.50	-	-	-	8.50
All Funds	\$ 4,583,221.51	230.19	-	-	4,583,451.70

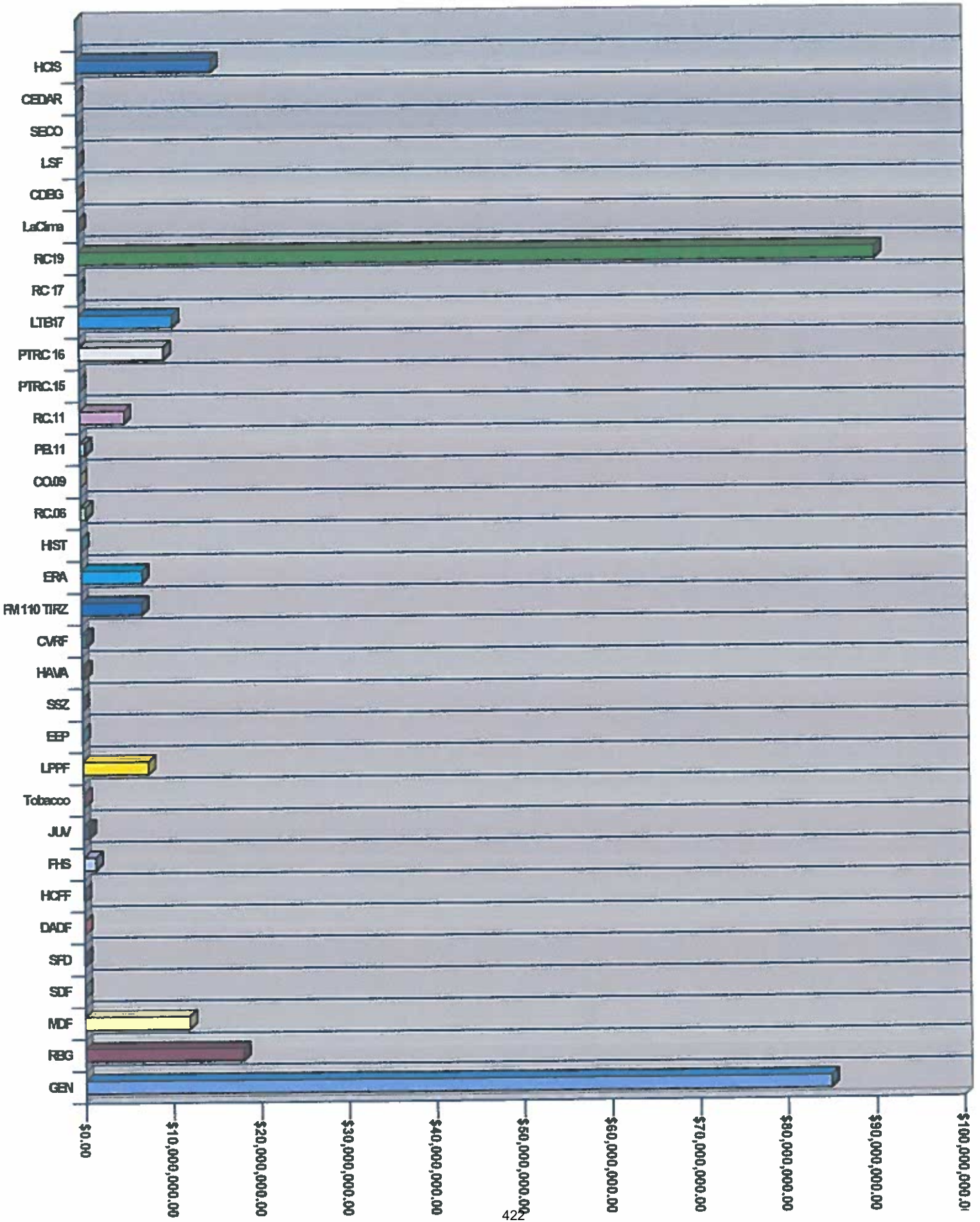
LOGIC 0.0588% 1.000081

Description	05/31/21 Balance	Interest	Deposits	Debits	06/30/21 Balance
General	\$ 11,578,438.91	559.94	-	-	11,578,998.85
Road and Bridge General	\$ 508,234.05	24.56	-	-	508,258.61
Medical and Dental Fund	\$ 4,520,005.72	218.60	-	-	4,520,224.32
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53
Health Services Grants	\$ 37.79	-	-	-	37.79
Family Health Services	\$ 454.20	-	-	-	454.20
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ -	-	-	-	-
Hays County I & S	\$ 1,782,419.12	86.21	-	-	1,782,505.33
All Funds	\$ 18,389,663.18	889.31	-	-	18,390,552.49

CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 05/31/2021			Transactions		Balances 06/30/2021		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	0.2497 08/21/2021	4,150,083.73	4,150,083.73	4,150,083.73	-	-	4,150,083.73	4,150,083.73	4,150,083.73
Broadway Bank	PTRC 16	.050% 10/1/2021	4,103,329.59	4,103,329.59	4,103,329.59	-	-	4,103,329.59	4,103,329.59	4,103,329.59
Pioneer Bank	General	.3993 % 12/20/2021	2,116,405.10	2,116,405.10	2,116,405.10	-	-	2,116,405.10	2,116,405.10	2,116,405.10
<b>TOTAL</b>			10,369,818.42	10,369,818.42	10,369,818.42	-	-	10,369,818.42	10,369,818.42	10,369,818.42
<b>TOTAL Fund Balances</b>		\$ 267,363,588.75					272,602,080.37			
<b>BENCHMARK</b>										
CURRENT 90 DAY TREASURY BILL YIELDING RATE .04%										

# Fund Balances 6/30/2021



**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to authorize the County Judge to execute the 5th Letter Amendment for a time extension to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 7, 2021	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	INGALSBE	JONES

**SUMMARY**

This letter is extending the duration of the project until June 30, 2022. No additional funds are being requested.

**FIFTH AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**

This Fifth Amendment (“Amendment No. 5”) to the **Professional Services Agreement dated October 31, 2017**, is made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”) and Lockwood, Andrews & Newnam, Inc. (hereinafter referred to as “Contractor”). The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

**Section 4. Duration** of the Agreement shall be amended to reflect:

The parties agree that the Work shall be completed by **June 30, 2022** (hereinafter referred to as 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 completion date. The County may grant such extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

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 Fifth Amendment to the Professional Services Agreement is hereby executed this the \_\_\_\_ day of \_\_\_\_\_, 2021, as is evidenced by the authorized signatures of the Parties, below.**

**LOCKWOOD, ANDREWS & NEWNAM, INC.**  
**OR**

**HAYS COUNTY**

\_\_\_\_\_  
**PHIL MEADERS**  
**VICE PRESIDENT**

\_\_\_\_\_  
**HAYS COUNTY, TEXAS**  
**RUBEN BECERRA**  
**HAYS COUNTY JUDGE**

**ATTEST:** \_\_\_\_\_  
**ELAINE CARDENAS, MBA PhD**  
**HAYS COUNTY CLERK**



**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to call for a public hearing on September 21, 2021 to establish a 4-way stop at the intersection of Green Pastures Drive and Skyview Terrace in Green Pastures subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 7, 2021	

**LINE ITEM NUMBER**

--

AUDITOR USE ONLY

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	N/A

**SUMMARY**

Green Pastures Drive does not currently have stop signs at the intersection with Skyview Terrace. As a result of a recent traffic study, a 4-way stop is necessary to control vehicle traffic at this intersection for the safety of local residents, and in lieu of possible speed bump installation.

# Green Pastures Dr & Skyview Terrace

Traffic study - possible 4-way stop location.

Legend



**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Wimberley relating to the County's RM 12 at RM 3237 Intersection Improvement Project and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 7, 2021	\$0.00

**LINE ITEM NUMBER**

035-803-96-768]

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SHELL	N/A

**SUMMARY**

Hays County is developing improvements to the RM 12 at RM 3237 intersection as part of the County's 2016 Road Bond Program and will be responsible for the construction letting and construction management of the project. The proposed improvements are located within the City of Wimberley's corporate limits. Construction of the project will require adjustments to five (5) wastewater manholes which will be jointly bid with construction of the project. The cost for the adjustments is currently estimated to be \$2,500.00 for the 5 wastewater manholes and is the cost responsibility of the City of Wimberley. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and the City Wimberley regarding the adjustments of the wastewater manholes and the reimbursement to the County by the City for the costs associated with the adjustments of the wastewater manholes. The Interlocal Agreement would also grant permission for construction to occur with the City's limits.

Budget Amendment:  
Increase Intergovernmental Revenue .4301  
Increase Construction .5611\_400

**INTERLOCAL AGREEMENT BETWEEN  
HAYS COUNTY AND THE CITY OF WIMBERLEY  
RELATED TO RM 12 AT RM 3237 INTERSECTION IMPROVEMENTS PROJECT**

THE STATE OF TEXAS                   §  
  §        **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF HAYS                    §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the City of Wimberley, a Texas home-rule municipality (the “**City**”) (collectively, the “**Parties**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

**RECITALS**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the County desires to construct intersection improvements at RM 12 and RM 3237; and

**WHEREAS**, RM 12 at RM 3237 lies within the city limits of Wimberley; and

**WHEREAS**, the County and the City desire to cooperate in the expeditious construction of intersection improvements at RM 12 at RM 3237 (the “**Project**”);

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.  
PURPOSE**

**1.01 General.** The purpose of this Agreement is to provide for the City’s participation in the construction of the Project. The Project includes construction of right turn lanes, signal improvements, shoulders, and acceleration lane, at the approximate location shown on Exhibit A, Project Location.

## II. COUNTY OBLIGATIONS

**2.01 Design Costs.** The County shall be responsible for contracting with the firm of RPS (“Design Firm”) regarding the engineering and design costs for the Project and shall be responsible for all design costs related to the Project.

**2.02 Construction Responsibility.** The County shall be responsible for the construction of the Project, including the adjustment of five (5) City of Wimberley wastewater manholes within the right-of-way or otherwise affected by the Project, as highlighted in Exhibit B, RM 12 at RM 3237 Utility Layout RM 12 and RM 3237, and that will be bid for construction jointly with the construction of the Project.

**2.03 Construction Costs.** The County shall be responsible for all costs associated with the construction of the Project, unless otherwise specified herein (“Project Construction Costs”). The estimated Project Construction Cost is \$1,161,556.54. Project Construction Costs include all costs related to utility relocation, except that the City shall be solely responsible for the costs associated with the adjustment of the wastewater manholes within the right-of-way or otherwise affected by the Project, estimated to be \$500.00 per manhole adjustment or an estimated total of \$2,500.00, as shown on Exhibit C, Estimated City of Wimberley Construction Cost Estimates.

**2.04 Construction Plans.** The County and the City will mutually approve the plans and specifications related to the Project. Prior to the commencement of construction, the County shall submit any changes or modifications to the plans to the City for review and mutual approval.

**2.05 Inspection.** The City may inspect all aspects of the Project during construction. Upon receipt of notification from the City that the City’s inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction implemented with the agreement of the City.

**2.06 Permits.** The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

**2.07 Insurance, Bonds and Warranties.** The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the Project in amounts satisfactory to the City. The County shall transfer all warranties for the Project to the City upon final completion and acceptance of the Project.

## III. CITY OBLIGATIONS

**3.01 Design Reimbursements.** As stated above, the County shall contract with the Design Firm, and be responsible for the payment of all Design Firm invoices.

**3.02 Construction Reimbursements.** The City shall be responsible for the construction costs associated with the adjustment of the wastewater manholes within the right-of-way or otherwise affected by the Project, estimated to be \$2,500.00. The City shall pay the County within 30 days after the award of the construction of the Project based on the actual construction amount bid (“City Participation Amount”) for the adjustment of the wastewater manholes within the right-of-way or otherwise affected by the Project as its cost to participate in the construction of the Project.

**3.03 Permission to Construct.** Pursuant to Section 251.012 of the Texas Transportation Code, the City Council agrees that the County may construct the Project or have the Project constructed within the City’s boundaries.

#### **IV. DISPUTES**

**4.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**4.02 Equitable Relief.** In recognition that failure in the performance of the Parties’ respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**4.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

**V.  
GENERAL PROVISIONS**

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**5.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project.

**5.03 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**5.04 Default and Remedies.** If City fails to pay for Services under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

**5.05 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**5.06 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**5.07 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit "A."

**5.08 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**5.09 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

**5.10 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**CITY:** 221 Stillwater  
Wimberley, TX 78676  
Attn: Mike Boese  
Telephone: (512) 648-2402  
Facsimile: (512) 847-0422  
Email: [mboese@cityofwimberley.com](mailto:mboese@cityofwimberley.com)

**COUNTY:** Hays County Dept. of Transportation  
2171 Yarrington Road  
San Marcos, Texas 78666  
Attn: Jerry Borcharding, P.E.  
Telephone: (512) 393-7385  
Facsimile: (512) 393-7393

**5.11 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**5.12 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**5.13 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

**5.15 No Joint Venture.** The Project is a sole project of the County and is not a joint venture or other partnership with the City.

*(SIGNATURES ON FOLLOWING PAGE)*



**HAYS COUNTY**

By: \_\_\_\_\_  
Ruben Becerra, County Judge

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
County Clerk

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021, by Ruben Becerra of Hays County, Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas

CITY OF WIMBERLEY, TEXAS

By: M. Bone

Date: \_\_\_\_\_

ATTEST:

By: Daura J. Calcate

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS               §

**THIS INSTRUMENT** was acknowledged before me on this 16 day of August, 2021, by Mike Boese, City Admin of the City of Wimberley, a Type A, General Law Municipality, in such capacity, on behalf of said city.



[Signature]  
Notary Public, State of Texas

EXHIBIT A  
PROJECT LOCATION

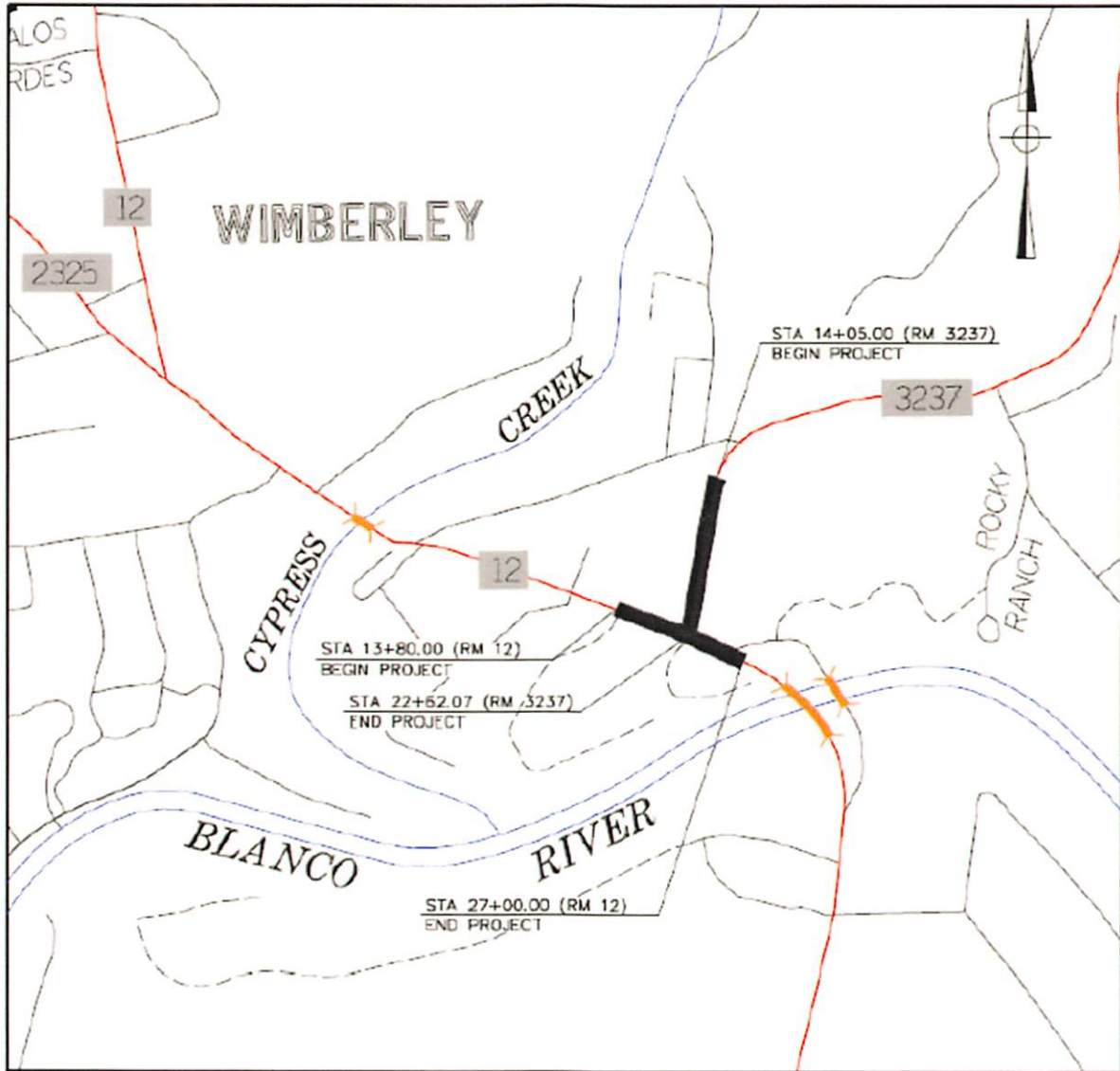
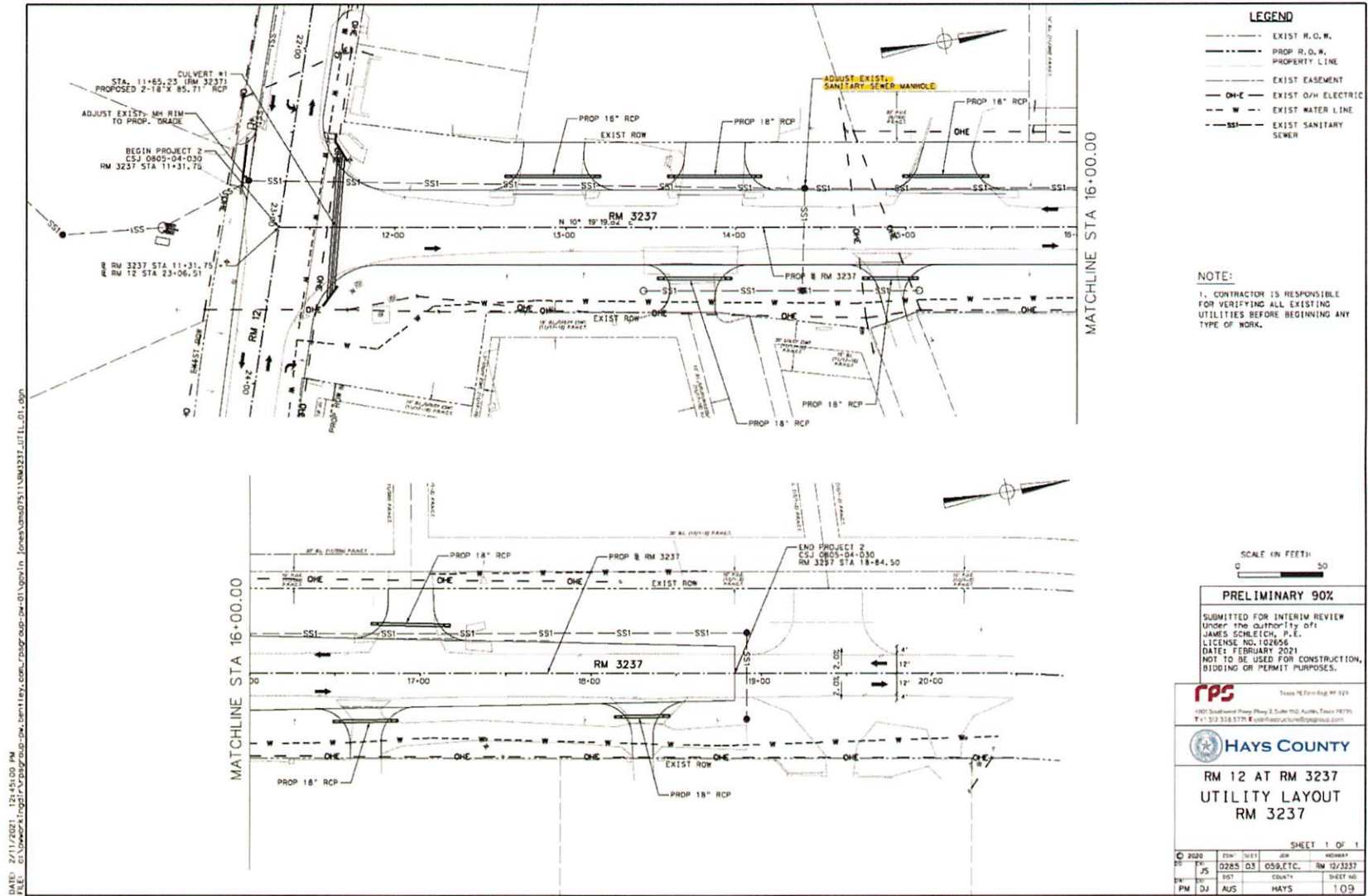




EXHIBIT B  
RM 12 AT RM 3237 UTILITY LAYOUT RM 3237



**EXHIBIT C**  
**ESTIMATED CITY OF WIMBERLEY CONSTRUCTION COST ESTIMATES**

<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL ESTIMATED COST</b>
5	Wastewater Manhole Adjustments	\$500.00	\$2,500.00

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$39,000 to the Professional Services Agreement between Hays County and LJA Engineering related to right-of-way acquisition services for the Hillside Terrace Safety Improvements (IH35 to FM2001) project in Precinct 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 7, 2021	\$39,000

**LINE ITEM NUMBER**

020-710-00-648.5632\_700

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

Reviewed by Assistant County Auditor

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	JONES	N/A

**SUMMARY**

The requested Amendment increases the contract compensation cap by \$39,000.00 from \$317,000.00 to \$356,000. This will allow for the execution of Supplemental #1 to Work Authorization #1 which authorizes adding appraisal reviews to the Hillside Terrace right-of-way acquisition effort due to possible CAMPO/State/Federal money becoming available in the future. The Work Authorization termination date is also extended another year to March 31, 2023. This contract for Hillside Terrace ROW acquisition is funded by the Transportation Department Budget. Construction funding will be identified as funding becomes available.

**CONTRACT AMENDMENT NO. 1**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**HAYS COUNTY ROAD BOND PROJECT:**  
**Hillside Terrace (“Project”)**

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective March 23, 2021 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$317,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$317,000.00 to \$356,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.



IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: Kenneth G. Schrock  
Signature

Kenneth G. Schrock  
Printed Name

Senior Vice President  
Title

9/1/2021  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



A red digital signature is written over a red outline of the state of Michigan. Below the signature, the date "9/01/2021" is stamped in red.

**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-1702-NP; Discussion and possible action to approve the final plat for the Bella Cascata Subdivision.

**ITEM TYPE**

ACTION-SUBDIVISIONS

**MEETING DATE**

September 7, 2021

**AMOUNT REQUIRED**

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

**REQUESTED BY**

MACHACEK

**SPONSOR**

SHELL

**CO-SPONSOR**

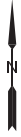
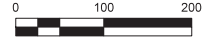
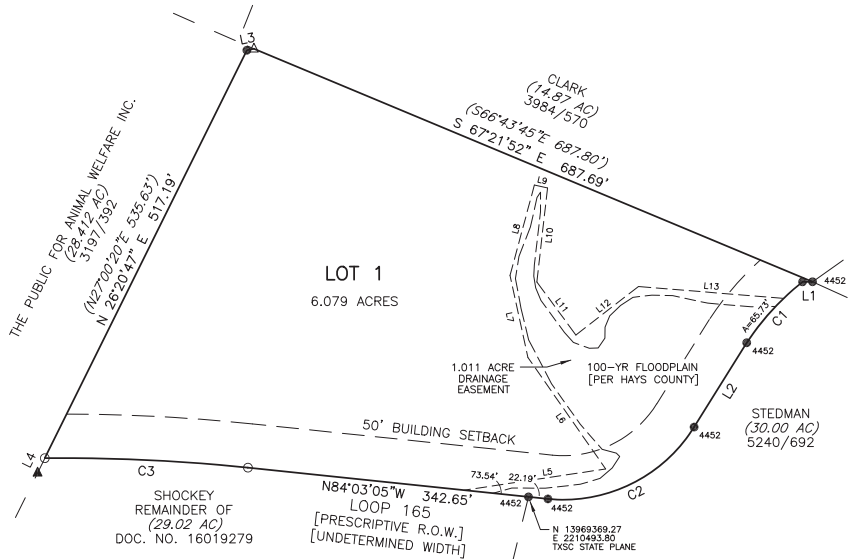
N/A

**SUMMARY**

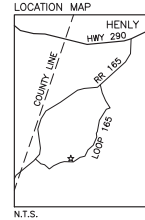
Bella Cascata is a proposed 1 lot subdivision located off of Loop 165 in Precinct 3. Water service will be provided by an individual well. Wastewater treatment will be accomplished by an individual on-site sewage facility.

# BELLA CASCATASUBDIVISION

6.079 ACRES OUT OF THE RALPH E. SEVEY SURVEY, ABSTRACT NO. 432, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 29.02 ACRE TRACT DESCRIBED IN DOCUMENT NO. 16019279 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS



**LEGEND**  
 △ 16 INCH DIAMETER LIVE OAK TREE  
 ● IRON ROD FOUND [CAPPED AS NOTED]  
 ○ CAPPED 1/2 INCH IRON ROD SET [5911]  
 ▲ FENCE POST  
 ( ) RECORD INFORMATION  
 BEARING BASIS: TXSC - STATE PLANE



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 89°34'50\"/>				

CURVE	ARC LENGTH	RADIUS	CH. BEARING	CH. LENGTH
C1	94.28'	300.00'	S 42°30'36\"/>	

SURVEYOR'S NOTE: LOOP 165 HAS A PAVEMENT WIDTH OF APPROXIMATELY 16 FT. THE SOUTH LINE OF THIS PLAT LIES APPROXIMATELY 25 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF THIS PAVED ROADWAY.

STATE OF TEXAS  
 COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, KEVIN MUELLER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DOES HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION. ACCORDING TO FEMA FIRM MAP PANEL 48209C0100F, DATED 9/2/2005, A PORTION OF THIS TRACT APPEARS TO LIE WITHIN ZONE A [BASE FLOOD ELEVATIONS HAVE NOT BEEN DETERMINED].

*Kevin Mueller*  
 KEVIN MUELLER  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5911  
 SAW TOOTH SURVEY - FIRM NO. 10194432  
 P.O. BOX 1751  
 ALPINE, TEXAS 79831

6-26-2021  
 DATE



THE STATE OF TEXAS  
 THE COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT CARL BLAINE SHOCKEY AND MARY ANN SHOCKEY, CO-TRUSTEES OF THE SHOCKEY FAMILY TRUST AND OWNERS OF THAT CERTAIN 29.02 ACRE TRACT DESCRIBED IN DOCUMENT NO. 16019279, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE A 6.049 ACRE PORTION OF SAID 29.02 ACRE TRACT TO BE KNOWN AS:

### BELLA CASCATASUBDIVISION

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2021

CARL BLAINE SHOCKEY      MARY ANN SHOCKEY  
 1835 LOOP 165                1835 LOOP 165  
 DRIPPING SPRINGS, TX 78620      DRIPPING SPRINGS, TX 78620

THE STATE OF TEXAS  
 THE COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED CARL BLAINE SHOCKEY AND MARY ANN SHOCKEY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND THEY ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2021.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

UNDER DEPARTMENT REGULATIONS, THE SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

MARCUS PACHECO, DIRECTOR  
 HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.  
 HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS  
 COUNTY OF HAYS

I, ELAINE H. GARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021, 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 \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021.

RUBEN BECERRA  
 COUNTY JUDGE  
 HAYS COUNTY, TEXAS

ELAINE H. GARDENAS  
 COUNTY CLERK  
 HAYS COUNTY, TEXAS

THE STATE OF TEXAS  
 COUNTY OF HAYS

I, ELAINE H. GARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021, AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE PLAT OF RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021.

ELAINE H. GARDENAS  
 COUNTY CLERK  
 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**

PLN-1757-PC; Call for a Public Hearing on September 21, 2021 to discuss final plat approval of the Replat of Lot 4, Los Ranchos Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	September 7, 2021	

**LINE ITEM NUMBER**

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**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

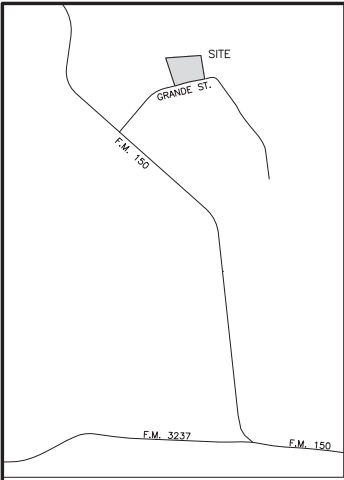
**PURCHASING GUIDELINES FOLLOWED:** N/A      **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SMITH	N/A

**SUMMARY**

Los Ranchos Subdivision is a recorded subdivision located off of F.M. 150 in Precinct 4.

The proposed re-plat will divide Lot 4 into 3 lots, Lot 4-A, Lot 4-B, and Lot 4-C. Water service will be provided by Private Wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



VICINITY MAP - 1"=2000'

**LOT SIZE CATEGORIES**

TOTAL AREA = 10.114 Ac.  
 TOTAL NUMBER OF LOTS = 3  
 AVERAGE LOT SIZE = 3.37 AC.  
 NUMBER OF LOTS OVER 10 ACRES = 0  
 NUMBER OF LOTS 5 - 10 ACRES = 0  
 NUMBER OF LOTS 2 - 5 ACRES = 3  
 NUMBER OF LOTS 1 - 2 ACRES = 0  
 NUMBER OF LOTS LESS THAN 1 ACRE = 0

**UTILITIES:**  
 ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE  
 WATER-INDIVIDUAL ON-SITE WELLS  
 SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

**DRIVEWAY PERMIT STATEMENT:**  
 DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

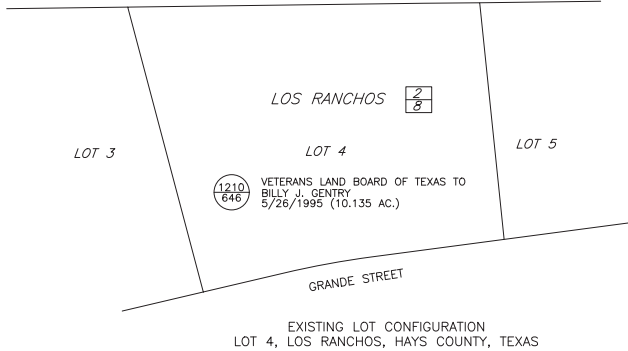
**LEGEND**

- HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- 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 PIPE FOUND OR DIAMETER NOTED
- UTILITY LINE, POLE AND GUY
- CONCRETE NAIL SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY"

**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.I.A. FLOOD INSURANCE RATE MAP NO. 48209C0255F, 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. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES INCORPORATED CITY LIMITS OR AREA OF EXTRATERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. THIS LOT LIES WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.

HCDN 19039227  
 FRANK W. ZIMMERMAN, JR. TO  
 RICHARD A. STEINBRINK & JULIE STEINBRINK  
 10/24/2019 (135.12 AC.)



STATE OF TEXAS\*  
 COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT I, DAVID GENTRY, EXECUTOR TO THE ESTATE OF BILLY J. GENTRY, OWNER OF LOT 4, LOS RANCHOS, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED MAY 26, 1995, AND RECORDED IN VOLUME 1210, PAGE 646, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 4, LOS RANCHOS, 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.

BILLY J. GENTRY ESTATE  
 DAVID GENTRY, EXECUTOR  
 1239 LEANING OAK LANE  
 GEORGETOWN, TX., 78628

STATE OF TEXAS\*  
 COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID GENTRY, 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 THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN DOCUMENT NUMBER \_\_\_\_\_.

ELAINE H. CARDENAS, COUNTY CLERK  
 HAYS COUNTY, TEXAS

STATE OF TEXAS \*  
 COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021, 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. 2021

RUBEN BECERRA  
 COUNTY JUDGE  
 HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
 COUNTY CLERK  
 HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

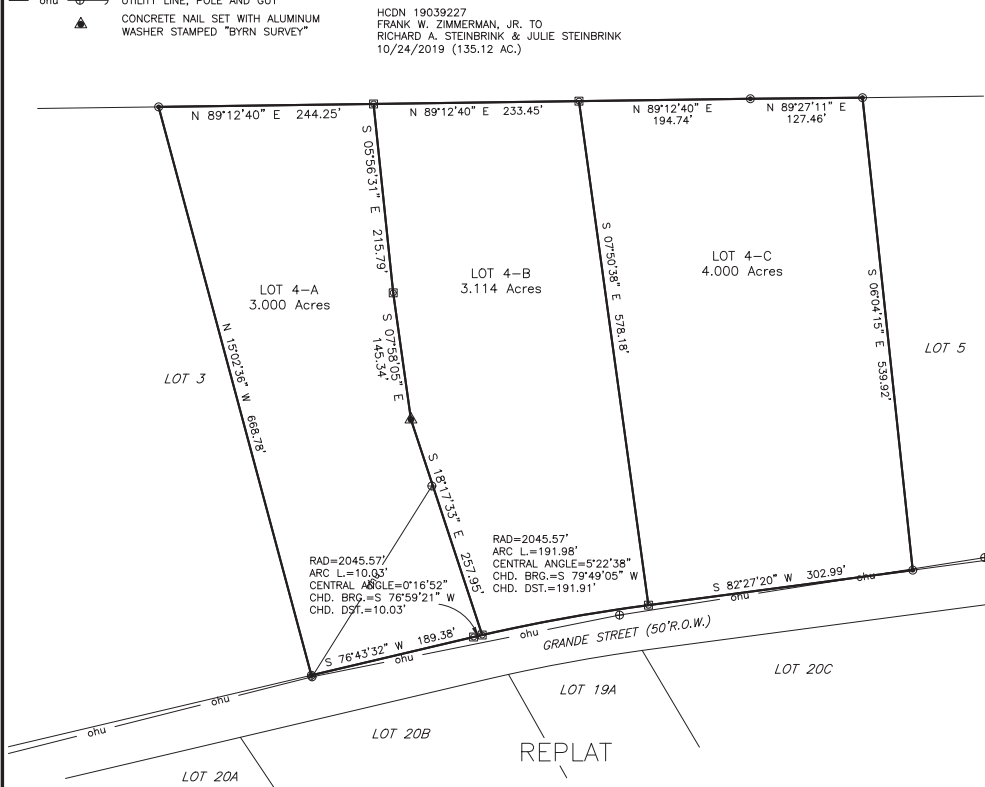
ERIC VAN GAASBEEK, R.S., C.F.M.  
 HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO,  
 DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

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



CLIENT: GENTRY, DAVID  
 DATE: 4/13/2021  
 OFFICE: K. SMITH  
 CREW: C. SMITH  
 FB/PG: 773/37  
 PLAT NO. 27904-21-c

LOT 4-A, 4-B AND 4-C, BEING  
 A RESUBDIVISION OF  
 LOT 4, LOS RANCHOS  
 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**

SUB-1279; Our Place Phase 2 Section 2 (22 Lots). Discussion and possible action to approve final plat and consider granting a variance from Section 721.4.02 of the Hays County Development Regulations.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	September 7, 2021	

**LINE ITEM NUMBER**

--

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

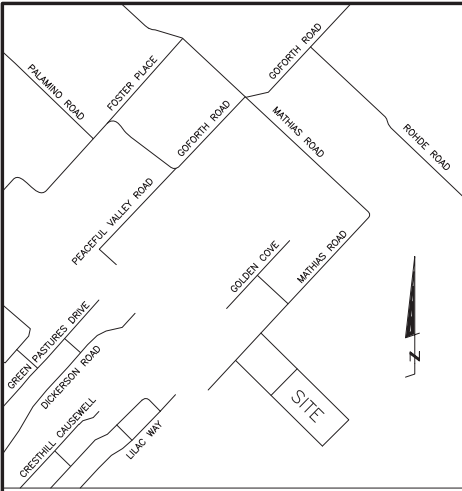
REQUESTED BY	SPONSOR	CO-SPONSOR
PACHECO	JONES	N/A

**SUMMARY**

The preliminary plan for the Our Place subdivision was approved by the Commissioners Court on October 9, 2001. This section contains 22 lots across 25.75 acres located off of Mathias Lane in Precinct 2.

Water service to the subdivision will be provided by Goforth Special Utility District and wastewater service will be provided by individual on-site sewage facilities.

Section 721.4.02 of the Hays County Development Regulations establishes criteria for determining private roadway status. This section states that only developments which have an average lot size of five or more acres or for which the Commissioners Court has entered into a development agreement for a master-planned community of 50 or more lots shall be permitted to utilize private roadways. The developer and county staff are requesting that the proposed roadway be privately maintained since it was not constructed to current Hays County Transportation Standards and Specifications.



**LOT SIZE CATEGORIES**

TOTAL AREA = 25.75 ACRES  
 TOTAL NUMBER OF LOTS = 22  
 AVERAGE LOT SIZE = 1.17 ACRES  
 NUMBER OF LOTS OVER 1 ACRES = 0  
 NUMBER OF LOTS 5-10 ACRES = 0  
 NUMBER OF LOTS 2-5 ACRES = 1  
 NUMBER OF LOTS 1-2 ACRES = 21  
 NUMBER OF LOTS LESS THAN 1 ACRE = 0

**UTILITIES:**  
 ELECTRIC-PEDERNALS ELECTRIC COOPERATIVE  
 WATER-COFORTH SPECIAL UTILITY DISTRICT  
 SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

**LEGEND**

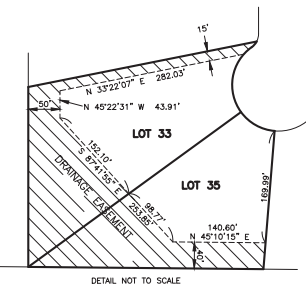
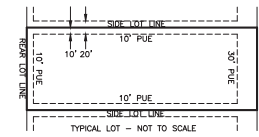
○ VOL PG HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS  
 □ VOL PG HAYS COUNTY PLAT RECORDS  
 ⊠ 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"  
 ● 1/2" IRON ROD FOUND OR DIAMETER NOTED  
 ⊠ 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"  
 PUE PUBLIC UTILITY EASEMENT  
 DE DRAINAGE EASEMENT

**SURVEYORS NOTES**

- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0293F, DATED SEPTEMBER 2, 2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
- ACCORDING TO SCALING FROM MAPS NO PORTION 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 CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION LIES WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
- 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.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
- THIS SUBDIVISION LIES WITHIN CALDWELL HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 9.

ORIGINAL SCALE  
 1" = 200'

**VICINITY MAP - NOT TO SCALE**



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	54°37'24"	25.00'	23.83'	N 72°41'14" W	22.94'
C2	55°33'08"	70.00'	67.87'	N 72°13'22" W	65.24'
C3	41°50'58"	70.00'	51.13'	N 23°31'18" W	50.00'
C4	51°50'53"	70.00'	63.34'	N 23°19'37" E	61.20'
C5	49°19'19"	70.00'	60.26'	N 73°54'43" E	58.41'
C6	90°40'30"	70.00'	110.78'	S 36°05'22" E	99.58'
C7	26°36'07"	25.00'	11.61'	S 04°03'11" E	11.50'
C8	28°01'17"	25.00'	12.23'	S 31°21'53" E	12.11'

**DRIVEWAY PERMIT STATEMENT:**

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

**MAILBOX NOTE:**

ALL MAILBOXES LOCATED IN THE RIGHT OF WAY SHALL BE AN APPROVED TxDOT OR FHWA APPROVED DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

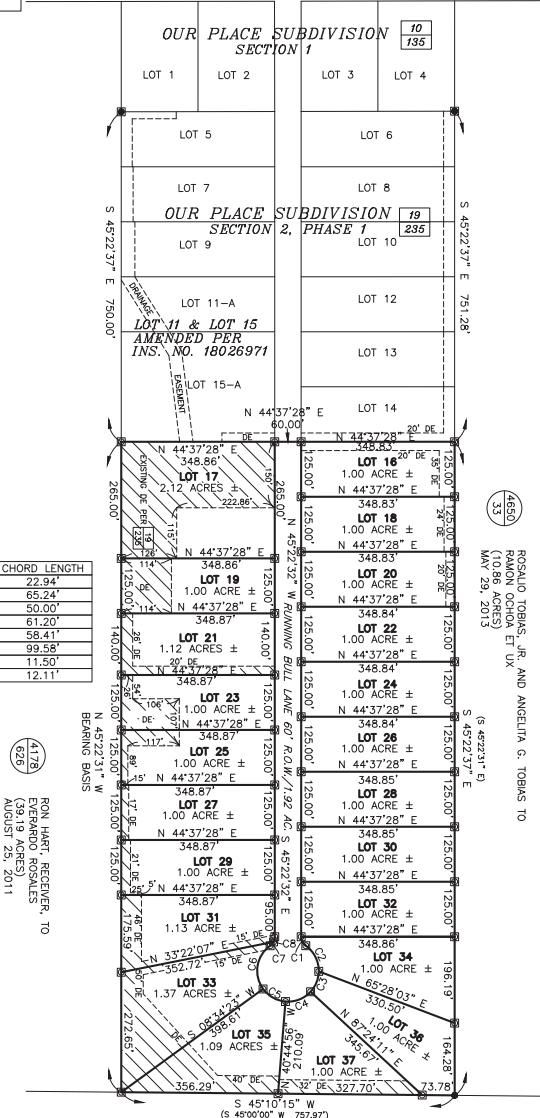
**GENERAL NOTES**

- NO BUILDINGS OR STRUCTURES MAY BE BUILT WITHIN DRAINAGE EASEMENTS.
- THERE ARE PUBLIC UTILITY EASEMENTS 30' WIDE ALONG ALL ROADWAYS AND 10' ALONG ALL OTHER LOT LINES.
- PROPOSED ROADWAYS ARE TO BE PRIVATELY MAINTAINED.
- ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 5.
- POST DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 725, SUBCHAPTER 3.02. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- IN ITS CURRENT CONDITION, THE ENTIRETY OF RUNNING BULL LANE WILL NOT BE ELIGIBLE TO PETITION FOR MAINTENANCE TO HAYS COUNTY UNTIL IT MEETS THE CURRENT HAYS COUNTY TRANSPORTATION STANDARDS AND SPECIFICATIONS.

**ROADWAY LIST:**

PRIVATE: 1. RUNNING BULL LANE  
 WIDTH: 60'  
 LENGTH: 1202.46'

CLIENT: POSADA, MARIA GUADALUPE  
 DATE: FEBRUARY 11, 2019  
 OFFICE: BRYANT  
 SMITH  
 CREW: 684/75, 666/22  
 PLAT NO. 26224-19-5-c  
 JOBS/19/26224/26224-5-DWG



(1178) RON WATKINS, REGISTERED TO EXAMINE RECORDS AUGUST 25, 2011

(675) ERIC VAN GAASBECK, C.F.M. AUGUST 25, 2011

INSTRUMENT NO. 17015580  
 JOE DRAKE MAXWELL, EXECUTOR, TO JOE DRAKE MAXWELL, TRUSTEE  
 EXHIBIT B (176.18 ACRES)  
 MAY 3, 2017

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.

MARCUS PACHECO, DIRECTOR  
 HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBECK, C.F.M.  
 HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS\*  
 COUNTY OF HAYS\*

I, MARIA GUADALUPE ESTRADA DePOSADA, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS 39.1892 ACRES IN THE J.W. HALL SURVEY, A-227, HAYS COUNTY, TEXAS, AS CONVEYED TO ME BY GENERAL WARRANTY DEED IN VOLUME 3250, PAGE 712, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE 25.75 ACRES TO BE KNOWN AS OUR PLACE SUBDIVISION, SECTION 2, PHASE 2, AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT.

MARIA GUADALUPE ESTRADA DePOSADA  
 2500 MATHIAS LANE  
 KYLE, TEXAS 78640

STATE OF TEXAS\*  
 COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARIA GUADALUPE ESTRADA DePOSADA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 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. 20\_\_\_\_, THE COMMISSIONER'S 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 \_\_\_\_\_.

RUBEN BECERRA COUNTY JUDGE HAYS COUNTY, TEXAS

ELAINE H. CARDENAS COUNTY CLERK HAYS COUNTY, TEXAS

STATE OF TEXAS \*  
 COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT 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., AND RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

ELAINE H. CARDENAS  
 COUNTY CLERK  
 HAYS COUNTY, TEXAS

GOFORTH SPECIAL UTILITY DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH ITS POLICIES.

GENERAL MANAGER  
 GOFORTH SPECIAL UTILITY DISTRICT

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 DAVID C. WILLIAMSON, R.P.L.S. NO. 4190

**BYRN & ASSOCIATES, INC.**  
**SURVEYING**  
 P.O. BOX 1433 SAN MARCOS, TEXAS 78667  
 PHONE 512-396-2270 FAX 512-392-2945  
 FIRM NO. 10070500

FINAL PLAT OF  
**OUR PLACE SUBDIVISION,  
 SECTION 2, PHASE 2,**  
 BEING 25.78 ACRES, MORE OR LESS, IN THE  
 J.W. HALL SURVEY, A-227,  
 HAYS COUNTY, TEXAS

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to authorize the execution of a Development Agreement between Hays County and Driftwood Golf Club Development, Inc., related to the development of real property located in Precinct 4 of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	September 7, 2021	N/A

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

**SUMMARY**

A draft version of the Development Agreement may be found on the following pages. Counsel anticipates additional edits and will provide a copy of those modifications in advance of the Commissioners Court agenda. A final draft Agreement will be brought to Court for discussion and consideration.



**DEVELOPMENT AGREEMENT  
FOR  
DRIFTWOOD CONDOMINIUMS**

between

Hays County, Texas, a political subdivision of the State of Texas

and

Driftwood Golf Club Development, Inc., a Delaware corporation

**Counsel for Declarant:**  
**Wayne Hollingsworth**  
**Armbrust & Brown, PLLC**  
**100 Congress Ave., Suite 1300**  
**Austin, Texas 78701-2744**  
[whollingsworth@abaustin.com](mailto:whollingsworth@abaustin.com)  
**512-435-2300**

{W1085159.3}

DRIFTWOOD CONDOMINIUMS  
DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT  
FOR  
DRIFTWOOD CONDOMINIUMS**

This Development Agreement for Driftwood Condominiums (this “**Agreement**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (the “**Effective Date**”) by and between Hays County, Texas, a political subdivision of the State of Texas (the “**County**”), and Driftwood Golf Club Development, Inc., a Delaware corporation (“**Declarant**”). The County and Declarant are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

A. Declarant has submit the land, described on Exhibit “A” (the “**Property**”) to a condominium declaration in accordance with Chapter 82 of the Texas Property Code, under that certain Declaration of Condominium Regime for Driftwood Condominiums, recorded as Document No. 19046718, Official Public Records of Hays County, Texas, as amended from time to time, including without limitation by Document No. 200114801, Document No, 20043455 and Document No. 21037906 (collectively, the “**Declaration**”). Any term or provision in this Agreement to the contrary notwithstanding, in the event this Agreement conflicts with the Declaration, the Declaration will control and supersede in all instances.

B. Declarant and the Property are currently subject to and have been operating according to that certain Amended and Restated Development Agreement with the City of Dripping Springs, dated December \_\_, 2015, and as recorded on March 4, 2015 as Instrument 2015-15005991 of the Official Public Records of Hays County , Texas, as such agreement has been or is in the future amended, modified, restated or supplemented (the “**City Development Agreement**”).

C. Declarant and the County wish to enter into this Agreement to provide an alternative to the County’s typical regulatory process for development in order to promote state and local development and to stimulate business and housing activity in the County; provided however, this Agreement is and will be subject to and controlled by the City Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the County and Declarant hereby agree as follows:

1. **Maximum Number of Condominium Units.** The Declaration created condominium units and common elements (the “**Project**”) and entitlements and construction on such Project has commenced will continue to be established in a total of \_\_\_\_ (\_\_) phases, as more particularly described and shown on the condominium plan attached hereto as Exhibit “B”. The maximum number of condominium units to be established by the Declaration is [**One Hundred Fifty (150)**]. In the event Declarant elects to add condominium units to the Declaration, this

Agreement shall be amended or supplemented in accordance with Section 6 showing the reconfigured condominium units.

**2. Development Standards.** Streets, driveways, sidewalks, drainage, erosion controls, water and wastewater lines and facilities, and all other infrastructure within the Property to be constructed by Declarant will be constructed substantially in accordance with Applicable Law, and the Hays County Development Regulations; provided however, that where Hays County Development Regulations are in conflict with that the City Development Agreement for the Project as approved by the City of Dripping Springs on, the City Development Agreement shall control and supersede. With limitations included generally by the foregoing sentence, the Declarant hereby agrees as follows:

- i. Drainage Improvements. Drainage improvements shall substantially comply with Hays County's Specifications for Roadway Design, Paving, and Drainage Improvements. A portion of the Property is located within a designated 100 year flood plain as delineated on the Flood Insurance Rate Map Panel No. 48209C 0120F, with an effective date of September 2, 2005, as prepared by the Federal Emergency Management Agency.
- ii. Private Roads. The Property will include private roads and/or drives providing access to and from the condominium units and public right-of-way. The private roads and/or drives will be maintained by condominium unit owners or a condominium owners association formed for the Property (the "**Association**"). In no event will any private roads and/or drives be dedicated to or maintained by the County.
- iii. Water and Wastewater Service. Water service to the Property will be provided under the terms and conditions of the City Development Agreement and as approved by the City of Dripping Springs.
- iv. Grandfathered Plans and Improvements. The County acknowledges and agrees that Declarant has previously prepared and submitted plans and plats and obtained all necessary governmental approvals and permits for, and has commenced construction of certain horizontal improvements, including without limitation utilities and roadways, on the first two (2) phases of the Project as depicted on Exhibit "B", attached hereto and incorporated herein; and, the County agrees that all such prior plans, plats and improvements are grandfathered and deemed approved and permitted and the County will not retroactively require any review of or approvals or permits for such prior plans, plats or improvements.

The Property is within the extraterritorial jurisdiction of the City of Dripping Springs, Texas (the "**City**"), and the City may now or hereinafter be the Reviewing Authority (as defined in the Hays County Development Regulations) for those certain applications, requirements and

approvals pertaining to development of the Property or addressed under the City Development Agreement the County. The County hereby acknowledges and agrees that for any improvements or other matters for which the City is the Reviewing Authority: (a) the County will accept the City's approval of and permits for any such improvements or matters; and (b) the County will not require Declarant to submit any additional applications to or require consents or permits or approvals from the County.

3. **Maintenance of Improvements.** The Property includes or is anticipated to include drainage and detention facilities, which serve all of the Property and are or will be inspected, maintained and administered by the Association. All other improvements within the Property shall be maintained by the condominium unit owners and/or the Association, unless or until such maintenance obligations are otherwise accepted by a governmental or quasi-governmental agency.

4. **Permits and Approvals.** The County agrees it will not withhold 911 addressing, driveway permits, or any other permit or approval necessary for construction or occupancy of improvements within the Property, including any condominium units or common elements, so long as Declarant is in compliance with this Agreement and the applicant complies with all other regulatory items applicable for obtaining the necessary permit or approval. In furtherance of the foregoing provision, the County acknowledges and agrees the Property is a legally platted lot and to the extent necessary or required to give effect to this Agreement, the County grants Declarant an exemption from any requirement to prepare, obtain County approval for, and file in the Official Public Records of Hays County, Texas, subdivision plats for the Property showing the configuration of the condominium units.

5. **Term.** This Agreement shall be binding upon the Parties, their successors and assigns commencing on the Effective Date and continuing until expiration or termination of the Development Period, unless earlier terminated in accordance with this Agreement.

6. **Supplement or Amendment and Approval Process.** This Agreement may only be modified, amended or terminated by a written agreement executed by the County and Declarant.

- i. **Role of County's Staff.** Any items requiring the County's consent hereunder shall be submitted for approval to the Director of Development Services for Hays County, Texas (the "**Director**"). Signed authorization from the Director shall be binding on the County.
- ii. **Supplement or Amendment.** In the event Declarant elects to create additional condominium units by reconfiguring one or more existing condominium units, Declarant shall provide the updated supplement, which will include the condominium plat, to the Director for approval, which approval will not be unreasonably withheld, conditioned, or delayed so long as Declarant and the condominium plat are in compliance with this Agreement and Applicable Law.

iii. **Timing of Approval.** The Director will review any supplement to the condominium plat within ten (10) days of Declarant's submittal. Within the ten (10) day review period, the Director will either approve the supplemental condominium plat in writing, or, if not approved, provide written comments to Declarant specifying in detail the changes required to obtain the Director's approval. In the event the Director does not approve the supplemental condominium plat, the Director will have seven (7) days after receipt of a revised supplemental condominium plat addressing the Director's requested changes to either approve the revised supplemental condominium plat in writing, or, if not approved, specify in writing with particularity, the requested changes Declarant did not adequately address. The seven (7) day review period will apply to any re-submittal of a supplemental condominium plat revised to incorporate the Director's requested changes. The Director's failure to approve or disapprove submissions within the stated timeframes as provided herein shall be deemed to constitute the Director's approval of such submissions.

7. **Assignment.** This Agreement, and the rights and obligations of Declarant hereunder, may be assigned in writing by Declarant in whole or in part. A copy of the assignment document must be delivered to the County. Upon any such assignment, Declarant will be released of any further obligations under this Agreement as to any obligations assigned to and assumed by the assignee.

8. **Default.** If either Party defaults in its obligations under this Agreement, the non-defaulting Party must, prior to exercising a remedy available to the non-defaulting Party under this Agreement, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

9. **Remedies.** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement and Applicable Law. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

10. **Certificate of Compliance.** Within fourteen (14) days of written request given by Declarant to the County requesting a statement of compliance with this Agreement, the County will execute and deliver to Declarant a statement certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (ii) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default;

and (iii) any other information that may be reasonably requested by Declarant. The County acknowledges and agrees that the Director shall have the authority to issue a certificate of compliance on behalf of the County in accordance with this Section 10.

**11. Notice.** All notices, demands or other communications of any type given by a Party to the other Party pursuant to this Agreement shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile or email with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in an envelope with proper postage affixed, and notices delivered by other means shall be effective when received by the Party to whom the same is addressed, and such notices shall be addressed as follows:

To the County:

Director of Development Services - Hays County, Texas  
Attn: Caitlyn Strickland  
2171 Yarrington Road  
Kyle, Texas 78640  
Email: cstrickland@co.hays.tx.us

*With copy to:*

Office of General Counsel – Hays County, Texas  
Attn: Mark Kennedy  
111 E. San Antonio St. Ste. 202  
San Marcos, Texas 78666  
Email: mark.kennedy@co.hays.tx.us

To Declarant:

Driftwood Golf Club Development, Inc.  
Attn: Tommy Lawton  
P.O. Box 171  
Driftwood, Texas 78619  
Email: tlawton@driftwoodgolfclub.com

With copy to:

Wayne Hollingsworth  
Armbrust & Brown, PLLC  
100 Congress Ave., Suite 1300  
Austin, Texas 78701  
Email: Whollingsworth@abaustin.com

Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Hays County, Texas.

13. **Time of the Essence.** It is expressly agreed by the Parties that time is of the essence with respect to this Agreement and any aspect thereof.

14. **Attorneys' Fees.** In the event either Party commences litigation against the other to enforce its rights hereunder, the substantially prevailing Party in such litigation shall be awarded its reasonable attorneys' fees and expenses incidental to such litigation, including the cost of in-house counsel and any appeals.

15. **Execution.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties be contained in any one counterpart hereof. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution and recordation of this instrument, the signature and acknowledgement pages taken from separate individually executed counterparts of this instrument may be combined and/or collated to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same instrument.

**DECLARANT:**

**DRIFTWOOD GOLF CLUB DEVELOPMENT, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE COUNTY:**

**HAYS COUNTY, TEXAS,**

a political subdivision of the State of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT



**EXHIBIT A**

**PROPERTY**

*[ATTACHED]*

DRAFT

**EXHIBIT B**

**CONDOMINIUM PLAN**

*[ATTACHED]*

DRAFT

**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 selection of Halff Associates Inc. to deliver schematic design for the Willow Creek Drainage project; and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 7, 2021	

**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**

Continuation of project in the Willow Creek area.

**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 appoint a representative to the Board of Directors of Community Action Inc. of Central Texas to replace Rosalba Merchant.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 7, 2021	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

**SUMMARY**

Ms. Merchant has served on the board since 2013 but is now stepping down. The County Judge would like the Court to assist in naming the next representative to serve on the board.

The Board of Directors of Community Action Inc. of Central Texas is responsible for the planning, coordination, evaluation and administration of the programs operated by Community Action.



# Community Action, Inc. of Central Texas

— DEVELOPING OPPORTUNITIES —

215 S. Reimer Avenue, Suite 130 – P.O. Box 748 San Marcos, TX 78667-0748  
(512) 392-1161 – FAX (512) 396-4255  
[www.communityaction.com](http://www.communityaction.com)

August 23, 2021

Judge Ruben Becerra  
Hays County Commissioners Court  
111 E. San Antonio, Suite 300  
San Marcos, TX 78666

Dear Judge Becerra:

As you may recall, Community Action, Inc. of Central Texas requires that we have equal partnerships on our board of directors that consists of five members who are public/elected officials or their designee, five neighborhood representative and five members who represent the private sector. During your tenure as Judge, you reappointed Ms. Rosalba Merchant to represent the county. Ms. Merchant has served faithfully in that role, but recently has decided that she needs to focus her attention to other duties.

Therefore, we would respectfully request that you select another representative from either the current court or a representative from Hays County to represent the Commissioner's Court on the Community Action's Board of Directors. Our next board meeting is scheduled for September 16, 2021. Generally the Community Action Board meets the 3<sup>rd</sup> Thursday of every other month and the meetings generally run about 1 ½ hours. Due to COVID, most of our meeting are a combination of virtual and in person, depending on the board member's comfort level.

The Board is responsible for the planning, coordination, evaluation and administration of the programs operated by Community Action. The Board of Directors have the legal and financial responsibility to enter into legally binding agreements with any Federal, State, or local agency or with any private organization for the purpose of running programs or providing services in Hays, Caldwell, and Blanco Counties. The day to day administration is performed by the Executive Director, who is hired by the board.

We look forward to working with you or your designee in the very near future. Thank you and I look forward to hearing from you soon.

Sincerely,

Carole Belver  
Executive Director

215 S. Reimer Avenue, Suite 130—P.O. Box 748 San Marcos, TX 78667-0748  
512-392-1161—FAX 512-396-4255  
[www.communityaction.com](http://www.communityaction.com)

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to authorize a Contract Amendment with Asphalt Inc., LLC. dba Lone Star Paving related to IFB 2021-B11 Road Improvements Remove & Replace Hot Mix pursuant to Texas Local Government Code, Ch. 262.0305, effective Monday, August 22, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 7, 2021	\$96,422.72

**LINE ITEM NUMBER**

020-710-00.5448\_010

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

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

**SUMMARY**

Asphalt Inc., LLC dba Lone Star Paving was awarded the contract for IFB 2021-B11, however, the Hays County Road Department increased the square yards of the project. In order to stay within the 25% contract change order allowance per TLGC, Ch. 262.0305, the Hays County Transportation Department is requesting a contact change order for the increase in square yardage.

The acceptance of the contract change order would include the proposed square yardage and will increase the contract by \$96,422.72, total of 17.7%.

Attached:  
Contract Change Order 1



## Hays County Transportation Department Change Order Request Form

Date: 9/3/2021 Contract Performance Date: \_\_\_\_\_

Project Name: IFB 2021- B11 Road Improvements

Contract number: IFB 2021-B11

Contractor/Consultant: Asphalt Inc., LLC dba Lone Star Paving

Change Order Number: 1

Change in Scope Necessitating Change-Order:

Hays county marked out more areas then originally stated in the contract.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 544,200.00

Net Amount of Previously Authorized Change Order: \$ n/a

Net Amount for this requested change order: \$ 96,422.72


Total Contract Amount with all change orders: \$ 640,622.72

Original Contract Performance Length: \_\_\_\_\_ Days

Net previous schedule change orders: \_\_\_\_\_ Days

Net Schedule adjustment requested this change order: \_\_\_\_\_ Days

Total performance days with change orders: \_\_\_\_\_ Days

Contractor: Lone Star Paving Sign:  Date: 9/3/21

Hays County: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

(Hays County Employee-attach to agenda request form, CO approval contingent on Commissioners Court)

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to approve a Resolution Supporting the Submission of a Grant Application by Connected Nation to the St. David's Foundation.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 7, 2021	

**LINE ITEM NUMBER**

--

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	SMITH

**SUMMARY**

Connected Nation is an organization dedicated to expanding the access, adoption, and use of broadband and broadband-enabled technologies. Since 2001, Connected Nation has been providing community broadband planning services to states and municipalities across the country. Grant funding from the St. David's Foundation would allow Connected Nation to research and create maps highlighting the areas of the county with little or inefficient broadband access and to conduct community surveys to assess the needs of Hays County residents and businesses. The information collected will aid the county in future efforts to improve broadband infrastructure.

Attached: Resolution





**A RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT  
SUPPORTING THE SUBMISSION OF A GRANT APPLICATION BY  
CONNECTED NATION TO THE ST. DAVID'S FOUNDATION**

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

**WHEREAS**, Connected Nation seeks funding through a grant application to the St. David's Foundation with the intent to perform broadband mapping services and strategic planning efforts throughout Hays Count; and

**WHEREAS**, Connected Nation has been providing community broadband planning services to municipalities across the country since 2001 in order to expand broadband infrastructure; and

**WHEREAS**, The Hays County Commissioners Court fully supports the proposal presented by Connected Nation and will work to engage communities in order to provide the best and most accurate information for community engagement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Hays County Commissioners Court:

- (a) That the Commissioner Court of Hays County does support the submission of the grant application to the St. David's Foundation by Connected Nation.

**RESOLVED, ORDERED, AND DECLARED THIS THE 7th DAY OF SEPTEMBER 2021**

\_\_\_\_\_  
**Ruben Becerra**  
Hays County Judge

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

\_\_\_\_\_  
**Mark Jones**  
Commissioner, Pct. 2

\_\_\_\_\_  
**Lon A. Shell**  
Commissioner, Pct. 3

\_\_\_\_\_  
**Walt Smith**  
Commissioner, Pct. 4

**ATTEST:**

\_\_\_\_\_  
**Elaine H. Cárdenas, MBA, PhD**  
Hays County Clerk

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Discussion and possible action to accept Proposals from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for three sites; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 7, 2021	\$29,846

**LINE ITEM NUMBER**

001-656-00.5411

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

Requires a discretionary exemption pursuant to Texas Local Government Code 262.024(a) (7) (D) for captive replacement and component parts for equipment

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	INGALSBE	SMITH

**SUMMARY**

Water & Earth Technology is the awarded vendor for maintenance and repairs for the Early Warning Systems at Low Water Crossing sites throughout Hays County. The following sites have been damaged and are in need of repairs:

1. York Creek Road - pressure transducer not functional, potential damage from a County mower
2. Jacobs Well (CR220) at Cypress Creek - flasher #1 pole damaged during a vehicular accident on July 31
3. Hilliard Rd (CR 222) at Sink Creek Tributary - master pole damaged during a vehicular accident on August 15

Attachments: Water & Earth Technologies Quote XPHC032 - \$ 2,007.76  
- \$10,517.97  
- \$17,319.75

**Budget Amendment:**

Increase Misc. Capital Equipment\_Ops - \$2,008

Increase Misc. Capital Equipment\_Capital - \$27,838

Potential Funding: County Wide Contingencies 001-645-00.5399



08/20/2021

Quotation XPHC032

**Prepared for:**  
 Hays County - Office of Emergency Services  
 Attn: Brandon High  
 2171 Yarrington Road  
 San Marcos, TX 78666  
 512-393-7300  
[brandon.high@co.hays.tx.us](mailto:brandon.high@co.hays.tx.us)

**Federal Tax Identification No.** 84-1440328  
**Quote Valid Thru** 10/19/2021

**Prepared by: Erik Carlson**  
**Water & Earth Technologies, Inc.**  
 1225 Red Cedar Circle, Unit A  
 Fort Collins, CO 80524  
 Phone (970) 225-6080  
 email: [ecarlson@wetec.us](mailto:ecarlson@wetec.us)

**Quote Title: York Creek Road Pressure Transducer Replacement**

**Quote Information**  
 The pressure transducer at York Creek Road stopped working on August 19th, 2021. WET visited the station and determined that the pressure transducer was most likely damaged by a County mower and needs to be replaced. WET will remove the broken pressure transducer, install the new one and field test it to confirm that it is working correctly.

Item Description	Model No.	Unit Price	Qty	Amount
Stainless-Steel Pressure Transducer	CS451	\$ 1,217.00	1	\$ 1,217.00
Shipping		\$ 40.76	1	\$ 40.76
				\$ -
				\$ -
				\$ -
<b>Items Total</b>				<b>\$ 1,257.76</b>

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Remove the old PT	1	0	\$ 125.00
Install the new PT	4	0	\$ 500.00
Field testing the new PT	1	0	\$ 125.00
			\$ -
			\$ -
<b>Labor Total</b>			<b>\$ 750.00</b>

**Total Cost \$ 2,007.76**

**Thank you for your consideration!**



08/20/2021

Quotation XPHC032

**Prepared for:**

Hays County - Office of Emergency Services  
 Attn: Brandon High  
 2171 Yarrington Road  
 San Marcos, TX 78666  
[brandon.high@co.hays.tx.us](mailto:brandon.high@co.hays.tx.us)

**Federal Tax Identification No.** 84-1440328  
**Quote Valid Thru** 09/18/2021

**Prepared by: Erik Carlson**

**Water & Earth Technologies, Inc.**  
 1225 Red Cedar Circle, Unit A  
 Fort Collins, CO 80524  
 Phone (970) 225-6080  
 email: [ecarlson@wetec.us](mailto:ecarlson@wetec.us)

**50028 - Jacobs Well (CR220) at Cypress Creek Flasher 1 Repair**

**Quote Information**

The flasher #1 pole at 50028 Jacobs Well (CR220) at Cypress Creek was damaged during a vehicular accident on July 31. The vehicle broke the pole base, causing the pole to fall over and the batteries to start a small fire. Everything within the enclosure along with the lights, solar panel, and cabling need to be replaced before the station can be re-installed. Water & Earth Technologies, Inc. (WET) is currently under a maintenance contract, but not an installation contract so only one WET employee is available for support. A second WET employee needs to be available to re-install the pole which has increased the installation labor. The pressure transducer at the Master also stopped working due to unknown reasons and needs to be replaced.

Item No.	Item Description	Model No.	Unit Price	Qty	Amount
1	Aluminum AASHTO Approved Base	7332	\$ 219.75	1	\$ 219.75
2	2 Battery Electronics Cabinet	026433	\$ 625.00	1	\$ 625.00
3	Interstate 100Ah Battery	DCM0100	\$ 225.00	2	\$ 450.00
4	LED Lights and Mounts	7534	\$ 158.20	2	\$ 316.40
5	90 Watt Solar Panel	SLP090-12U	\$ 210.00	1	\$ 210.00
6	Solar Panel Mount	UNI-SP/01A	\$ 125.00	1	\$ 125.00
7	15 Amp Solar Charge Controller	PS-15M	\$ 155.00	1	\$ 155.00
8	900 Mhz Polyphaser w/antenna	AL6-NFNFBW	\$ 80.00	1	\$ 80.00
9	50386 Board Panel w/900Mhz Radio	50386-Panel	\$ 4,620.00	1	\$ 4,620.00
10	Flasher Relay	6112	\$ 90.00	1	\$ 90.00
11	Miscellaneous cabling	WET-Cabling	\$ 200.00	1	\$ 200.00
12	Stainless-Steel Pressure Transducer	CS451	\$ 1,826.82	1	\$ 1,826.82
<b>Items Total</b>					<b>\$ 8,917.97</b>

Item No.	Labor Description	Hours		Amount
		Eng I \$100/hr	Eng II \$110/hr	
13	Test Equipment for Damage	3.0	0.0	\$ 300.00
14	Replacing Damaged Equipment on Pole	3.0	0.0	\$ 300.00
15	Installing New Flasher Pole	8.0	0.0	\$ 800.00
16	Testing Station	2.0	0.0	\$ 200.00
<b>Labor Total</b>				<b>\$ 1,600.00</b>

**Total Cost \$ 10,517.97**

**Thank you for your consideration!**



08/20/2021

Quotation XPHC033

**Prepared for:**

Hays County - Office of Emergency Services  
 Attn: Brandon High  
 2171 Yarrington Road  
 San Marcos, TX 78666  
[brandon.high@co.hays.tx.us](mailto:brandon.high@co.hays.tx.us)

**Federal Tax Identification No.** 84-1440328  
**Quote Valid Thru** 09/18/2021

**Prepared by: Erik Carlson**

**Water & Earth Technologies, Inc.**  
 1225 Red Cedar Circle, Unit A  
 Fort Collins, CO 80524  
 Phone (970) 225-6080  
 email: [ecarlson@wetec.us](mailto:ecarlson@wetec.us)

**50022 - Hilliard Rd (CR 222) at Sink Creek Tributary**

**Quote Information**

The master pole at 50022 Hilliard Rd (CR 222) at Sink Creek Tributary was damaged during a vehicular accident on August 15. The vehicle broke the pole base, causing the pole to fall over. All of the electronics within the enclosure were damaged and needs to be replaced except for the battery and solar regulator. Water & Earth Technologies, Inc. (WET) is currently under a maintenance contract, but not an installation contract so only one WET employee is available for support. A second WET employee needs to be available to re-install the pole which has increased the installation labor.

Item No.	Item Description	Model No.	Unit Price	Qty	Amount
1	Aluminum AASHTO Approved Base	7332	\$ 219.75	1	\$ 219.75
2	50386 Board Panel w/900Mhz Radio	50386-Panel	\$ 15,300.00	1	\$ 15,300.00
3	Miscellaneous cabling	WET-Cabling	\$ 200.00	1	\$ 200.00
<b>Items Total</b>					<b>\$ 15,719.75</b>

Item No.	Labor Description	Hours		Amount
		Eng I \$100/hr	Eng II \$110/hr	
4	Test Equipment for Damage	3.0	0.0	\$ 300.00
5	Replacing Damaged Equipment on Pole	3.0	0.0	\$ 300.00
6	Installing New Flasher Pole	8.0	0.0	\$ 800.00
7	Testing Station	2.0	0.0	\$ 200.00
<b>Labor Total</b>				<b>\$ 1,600.00</b>

<b>Total Cost</b>	<b>\$ 17,319.75</b>
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**Thank you for your consideration!**

**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 regarding the use of funds from the American Rescue Plan Act of 2021 (H.R. 1319) allocation.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 7, 2021	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

**SUMMARY**

Additional information will be provided in Court.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near CR 266 in Pct. 1. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 7, 2021	

**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 Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Deep Golden, Project SUFC, Project Vincere and Project ENF. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 7, 2021	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
M. Kennedy	BECERRA	N/A

**SUMMARY**

Summary to be provided in Executive Session.



**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

**ITEM TYPE**

EXECUTIVE SESSION

**MEETING DATE**

September 7, 2021

**AMOUNT REQUIRED**

**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**

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 pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 7, 2021	

**LINE ITEM NUMBER**

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	BECERRA	N/A

**SUMMARY**

Litigation update to be provided in Executive Session.

**AGENDA ITEM REQUEST FORM**

**Hays County Commissioners Court**

Tuesdays at 9:00 AM

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

**AGENDA ITEM**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property owned by Hays County located along Yarrington Road, San Marcos in Pct. 1. Possible discussion and/or action may follow in open court.

**ITEM TYPE**

EXECUTIVE SESSION

**MEETING DATE**

September 7, 2021

**AMOUNT REQUIRED**

**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 Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange or value of Right of Way along proposed FM110 in Pct 1. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	September 7, 2021	

**LINE ITEM NUMBER**

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AUDITOR USE ONLY

**AUDITOR COMMENTS:**

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Kennedy	INGALSBE	N/A

**SUMMARY**

Summary to be provided in Executive Session.