Commissioners Court January 14, 2020
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **14th day of January 2020**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4-5	Adopt a proclamation declaring the month of January 2020 Crime Stoppers Month in Hays County **JONES/INGALSBE**

CONSENT ITEMS

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

2	6	Approve payments of County invoices. **VILLARREAL-ALONZO**
3	7	Approve payments of Juror checks. **VILLARREAL-ALONZO**
4	8	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
5	9-16	Approve Commissioners Court Minutes of January 7, 2020. **BECERRA/CARDENAS**
6	17	Authorize On-Site Sewage Facility Permit for 2 long-term rental houses at 13265 Silver Creek Road, Austin, Texas 78736. **SMITH/STRICKLAND**
7	18	Approve the reappointment of Paul Terry to serve on Emergency Services District #5 for a two year term, ending December 31, 2021. **JONES**
8	19-25	Authorize the County Judge to execute a renewal of the Texas Workforce Commission Information Release Contract for $1,500. **BECERRA/CUTLER**
9	26	Authorize the Juvenile Probation Department to replace a budgeted county issued phone with a $45 monthly telephone allowance effective January 16, 2020 for the Senior Juvenile Probation Officer, slot number 0957-001 and amend the budget accordingly. **BECERRA/S.WILLIAMS**
10	27	Accept $25,500 in grant contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**
11	28-29	Authorize the Hays County Constable Pct. 4 Office to accept a $339.98 donation from Mrs. Kimberley and Mr. Mark Nearburg, for the purchase of safety and protective equipment, specifically, motorcycle boots for the Hays County Deputy Constable, Pct. 4 motor officer and amend the budget accordingly. **SMITH/HOOD**
12	30	Approve the appointment of Anita Collins to replace Caitlyn Strickland on the San Marcos Main Street Advisory Board, a three-year term ending February 28, 2023. **INGALSBE**
13	31-34	Authorize the County Judge to execute a purchase, sale and service agreement with Pacesetter K-9 for a canine approved in the FY 2020 budget. **INGALSBE/CUTLER**
14	35-96	Authorize the submission of a renewal Interlocal application with the Texas Department of State Health Services (DSHS) for the Immunization/Locals Program FY21 in the amount of $192,341.00. **INGALSBE/T.CRUMLEY**
15	97-267	Approve specifications for IFB 2020-B05 US 290 Temporary Signal at Trautwein Road and authorize Purchasing to solicit for bids and advertise. **SMITH/BORCHERDING**

ACTION ITEMS

ROADS

16	268	Discussion and possible action to select Binkley & Barfield Engineering to perform detailed design engineering services for improvements to Windy Hill Road from Kyle City limits to FM 2001; and authorize staff and counsel to negotiate a contract. **JONES/BORCHERDING**
17	269-271	Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the subdivision/performance bond #PB03010404555 in the amount of $2,487,195.15, and acceptance of the 2-year Maintenance Bond #PB03016800230M in the amount of $121,243.00 for Campo Del Sol Parkway. **JONES/BORCHERDING**

MISCELLANEOUS

18	272-273	Discussion and possible action to adopt the Early Voting Schedule (Dates & Times) for the March 3, 2020 Primary Elections. **INGALSBE/ANDERSON**
19	274	Discussion and possible action to authorize the Information Technology (IT) Department to have their temporary office space reconfigured in the amount of $4,500 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
20	275-276	Discussion and possible action to authorize the Hays County Constable, Pct. 4 to purchase two (2) rifle mounts valued at $1,900 for the Constable's Motors Unit. **SMITH/HOOD**
21	277-306	Discussion and possible action to authorize the County Judge to execute a Statement of Work and Participating Addendum with Securus Technologies, Inc. utilizing the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement related to Inmate Kiosks and Communications at the Jail Facility. **SMITH/CUTLER**
22	307-315	Discussion and possible action to authorize the County Judge to execute a Master Services Agreement between Hays County and Securus Technologies, LLC, related to tablet services and application in the jail facility, and to authorize an exemption under Section 262.024(a)(7) of the Texas Local Government Code. **SMITH/CUTLER**

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.

23	316	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court. **BECERRA**
24	317	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**
25	318	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 Dacy Lane in Pct 1. Possible action may follow in open court. **INGALSBE**

STANDING AGENDA ITEMS

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

26	Discussion and possible action related to the burn ban and/or disaster declaration. **BECERRA/RAVEN**
27	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
28	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
29	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Wade Benton, HNTB and Allen Crozier, HDR. Possible action may follow. **BECERRA**
30	Discussion of issues related to Electro Purification including updates on the filed application. Possible action may follow. **SHELL**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 10th day of January, 2020

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a proclamation declaring the month of January 2020 Crime Stoppers Month in Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	January 14, 2020	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	INGALSBE

SUMMARY

(see attachment)

PROCLAMATION RECOGNIZING JANUARY 2020 AS CRIME STOPPERS MONTH

STATE OF TEXAS	§
	§
COUNTY OF HAYS	§

WHEREAS, communities cannot prosper if they are not safe, and when our lives are disrupted by criminals the outcome can include not only injury and damage, but also loss of life and the loss of a vital sense of security; and

WHEREAS, since 1976, Crime Stoppers programs have empowered citizens across our state to take a stand against crime and reclaim their sense of safety, and these programs bring together law enforcement agencies, citizens, and the media to solve crimes and catch criminals; and

WHEREAS, Crime Stoppers programs across Texas have received 63,000 anonymous tips leading to the arrest of over 3,779 suspects, $1.2 million in rewards paid and over $11 million worth of narcotics seized by law enforcement responding to tips; and

WHEREAS, Hays County Crime Stoppers to date has facilitated 695 arrests, cleared 831 cases, paid out more than $75,000 for tips, and recovered more than $304,000 in property, $12 million in illegal drugs, and more than $12.8 million;

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court proclaims January 2020 as

Crime Stoppers Month

And thanks the Hays County Crime Stoppers Program for providing an extremely successful avenue for citizens to assist themselves, their communities, and law enforcement in preventing and solving crimes.

ADOPTED THIS THE 14th DAY OF JANUARY 2020

_____
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

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Commissioners Court Minutes of January 7, 2020.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CARDENAS	BECERRA	N/A

SUMMARY

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 7TH DAY OF JANUARY A.D., 2019, IN THE HAYS COUNTY GOVERNMENT CENTER, 712 S. STAGECOACH TRL., COURTROOM 5, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chaplin Javier Maldonado gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Dan Lyon and Mike Lee gave public comments.

34711 ADOPT A PROCLAMATION DECLARING JANUARY 20, 2020 AS DR. MARTIN LUTHER KING, JR. DAY.

Judge Becerra spoke on this item. Commissioner Ingalsbe spoke on this item and called on Jonafa Banbury, M.A., Dunbar Heritage Association Secretary to speak about the upcoming events planned for the community. Ms. Banbury announced the Martin Luther King Jr. Day March, a wreath donation, a wreath laying ceremony, and a youth event Saturday at the San Marcos Public Library for children to participate in arts and crafts. **A motion was made by Commissioner Ingalsbe seconded by Judge Becerra adopt a proclamation declaring January 20, 2020 as Dr. Martin Luther King, Jr. Day.**

2 PRESENTATION BY THE LEAGUE OF WOMEN VOTERS OF A RATING OF OUTSTANDING TO HAYS COUNTY FOR PROVIDING ACCURATE, ACCESSIBLE AND USEFUL VOTER INFORMATION ON SAFE AND SECURE ELECTION WEBSITES.

Linda Calvert, League of Women Voters, spoke of the criteria of the certificate being presented. Jennifer Anderson, Elections Administrator, received the certificate for Outstanding. Jennifer Anderson explained the work and dedication to making the website accurate, accessible, useful, and secure for the voters. **No action was taken.**

3 PRESENTATION BY RANDOLPH GOODMAN OF THE CENTRAL TEXAS DISPUTE RESOLUTION CENTER TO SHOW APPRECIATION TO THE HAYS COUNTY COMMISSIONERS COURT FOR THEIR SUPPORT.

Randolph Goodman and other members of the Central Texas Dispute Resolution Center presented to the court about the ways the center helps the community. They explained that over 10 years the non-profit group has grown. The DRC thanked the Commissioners' Court for the help and support of the center. They presented the court with awards. Judge Becerra and Commissioner Ingalsbe thanked the DRC for their work. **No action was taken.**

4 PRESENTATION OF THE CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING TO THE HAYS COUNTY AUDITOR'S OFFICE AND THE AWARD OF FINANCIAL REPORTING ACHIEVEMENT TO THE HAYS COUNTY AUDITOR FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA).

Marisol Villarreal-Alonzo, Auditor's office, presented to the Court the goals met by the Auditor's office to achieve the award from the Government Finance Officers Association. Mrs. Villarreal-Alonzo thanked her staff, District Judges, Commissioners' Court, and congratulated the Auditors' office. **No action was taken.**

34712 APPROVE PAYMENTS OF COUNTY INVOICES.

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

34713 APPROVE PAYMENTS OF JUROR CHECKS.

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

34714 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve the payment of United Healthcare Claims. All present voted "Aye." MOTION PASSED.

34715 APPROVE COMMISSIONERS COURT MINUTES OF DECEMBER 17, 2019 AND DECEMBER 23, 2019.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve Commissioner's court minutes of December 17, 2019 and December 23, 2019. All present voted "Aye." MOTION PASSED.

34716 APPROVE THE PAYMENT OF THE JANUARY 15, 2020 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED $2,900,000.00 EFFECTIVE JANUARY 15, 2020 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to approve the payment of the January 15, 2020 payroll disbursements in an amount not to exceed $2,900,000.00 effective January 15, 2020 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

34717 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #1 OF A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LJA ENGINEERING, INC. FOR RIGHT OF WAY SERVICES ON THE CREEK ROAD PROJECT, CR 190 AT ONION CREEK, PRECINCT 4; AND TO AUTHORIZE AN EXEMPTION FROM THE PURCHASING ACT PURSUANT TO SECTION 262.024 (A)(4) OF THE TEXAS LOCAL GOVERNMENT CODE.

Dan Lyon, Hays County resident, made public comments. Commissioner Smith and Commissioner Shell spoke on this item. **A motion was made by Commissioner Smith seconded by Commissioner Shell to authorize the County Judge to execute change order #1 of a Professional Services Agreement (PSA) between Hays County and LJA Engineering, Inc. for right of way services on the Creek Road Project, CR 190 at Onion Creek, Precinct 4; and to authorize an exemption from the Purchasing Act pursuant to section 262.024 (a)(4) of the Texas Local Government Code. All present voted "Aye." MOTION PASSED.**

34718 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER #1 TO A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND LJA ENGINEERING, INC. FOR RIGHT OF WAY SERVICES ON CR 266, FROM CENTERPOINT ROAD TO RATTLER ROAD, PRECINCT 1.

A motion was made by Commissioner Shell seconded by Commissioner Jones to authorize the County Judge to execute change order #1 to a Professional Services Agreement (PSA) between Hays County and LJA engineering, Inc. For right of way services on CR 266, from Centerpoint Road to Rattler Road, Precinct 1. All present voted "Aye." MOTION PASSED.

34719 ACCEPT A NO-COST QUOTE FROM AXON ENTERPRISE, INC. FOR 40 ADDITIONAL STANDARD EVIDENCE.COM LICENSES FOR THE CRIMINAL DISTRICT ATTORNEY'S OFFICE.

Wes Mau, District Attorney, spoke on this item. **A motion was made by Commissioner Shell seconded by Commissioner Jones to accept a no-cost quote from Axon Enterprise, Inc. for 40 additional standard Evidence.com licenses for the Criminal District Attorney's Office. All present voted "Aye." MOTION PASSED.**

34720 APPROVE OUT OF STATE TRAVEL FOR RECORDS PROGRAM ADMINISTRATOR STEPHANIE ROBINSON TO ATTEND THE TYLER CONNECT CONFERENCE ON APRIL 26-30, 2020 IN ORLANDO, FLORIDA; COST ESTIMATE $3,500 UTILIZING THE SHERIFF'S OFFICE CONTINUING EDUCATION FUNDS AS BUDGETED DURING THE FY20 BUDGET PROCESS.

A motion was made by Commissioner Shell seconded by Commissioner Jones to approve out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler Connect Conference on April 26-30, 2020 in Orlando, Florida; cost estimate $3,500 utilizing the Sheriff's Office Continuing Education funds as budgeted during the FY20 budget process. All present voted "Aye." MOTION PASSED.

34721 APPROVE OUT OF STATE TRAVEL FOR EMERGENCY COMMUNICATIONS OFFICERS DENISE LEWIS AND SEAN FITZSIMMONS TO ATTEND THE NAVIGATOR CONFERENCE IN LAKE BUENA VISTA, FLORIDA ON APRIL 29-MAY 1, 2020; COST ESTIMATE $400 UTILIZING THE SHERIFF'S OFFICE CONTINUING EDUCATION FUNDS AS BUDGETED DURING THE FY20 BUDGET PROCESS.

A motion was made by Commissioner Shell seconded by Commissioner Jones to approve out of state travel for Emergency Communications Officers Denise Lewis and Sean Fitzsimmons to attend the Navigator Conference in Lake Buena Vista, Florida on April 29-May 1, 2020; cost estimate $400 utilizing the Sheriff's Office Continuing Education funds as budgeted during the FY20 budget process. All present voted "Aye." MOTION PASSED.

34722 AUTHORIZE COMMERCIAL ON-SITE SEWAGE FACILITY PERMIT FOR 70 RV PADS, OFFICE BUILDING, AMENITY CENTER, LAUNDRY FACILITY, AND RESTROOMS ON S OLD BASTROP HWY IN THE MULBERRY MEADOWS SUBDIVISION.

A motion was made by Commissioner Shell seconded by Commissioner Jones to authorize commercial On-Site Sewage Facility permit for 70 RV pads, office building, amenity center, laundry facility, and restrooms on S Old Bastrop Hwy in the Mulberry Meadows Subdivision. All present voted "Aye." MOTION PASSED.

34723 AUTHORIZE COMMERCIAL ON-SITE SEWAGE FACILITY PERMIT FOR 114 RV PADS AND RESTROOM BUILDING ON OLD BASTROP HWY IN THE MULBERRY MEADOWS SUBDIVISION.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize commercial On-Site Sewage Facility permit for 114 RV pads and restroom building on Old Bastrop Hwy in the Mulberry Meadows Subdivision. All present voted "Aye." MOTION PASSED.

34724 AMEND VARIOUS DEPARTMENTAL OPERATING BUDGETS IN PREPARATION FOR THE COUNTY'S FY 2019 YEAR-END PROCESS.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to amend various departmental operating budgets in preparation for the County's FY 2019 year-end process. All present voted "Aye." MOTION PASSED.

34725 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO ACCEPT ADDITIONAL GRANT FUNDING FROM THE TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) FOR A DISCRETIONARY STATE AID GRANT - RESIDENTIAL PROJECT AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the Juvenile Probation Department to accept additional grant funding from the Texas Juvenile Justice Department (TJJD) for a Discretionary State Aid Grant - Residential Project and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34726 APPROVE UTILITY PERMITS.

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

34727 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE FY19 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) IN THE AMOUNT OF $42,609.70.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the acceptance of a grant award from the Texas Division of Emergency Management (TDEM) for the FY19 Emergency Management Performance Grants (EMPG) in the amount of $42,609.70. All present voted "Aye." MOTION PASSED.

34728 APPROVE SPECIFICATIONS FOR RFQ 2020-Q05 CONSERVATION SUBDIVISION RESEARCH AND DEVELOPMENT PROJECT AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to approve specifications for RFQ 2020-Q05 Conservation Subdivision Research and Development Project and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

34729 AUTHORIZE ON-SITE SEWAGE FACILITY PERMIT FOR 11 TINY HOMES/PARK MODEL RV'S AT 3499 FEARLESS TREADWAY, ROUND MOUNTAIN, TEXAS 78663.

Mace Picken and Donald W. Hensely P.E., spoke for this item to be passed. John Worrall and Scott Hemphill spoke against this item. Caitlyn Strickland, Development Services, stated that the developer had met the requirements made by the County. Commissioner Smith, Commissioner Shell, and Judge Becerra spoke on this item. **A motion was made by Commissioner Smith seconded by Commissioner Ingalsbe to authorize On-Site Sewage Facility Permit for 11 Tiny Homes/Park Model RV's at 3499 Fearless Treadway, Round Mountain, Texas 78663. All present voted "Aye." MOTION PASSED.**

34730 APPROVE AN ADJUSTMENT TO THE CONTINUING EDUCATION BUDGET FOR THE OFFICE OF THE COUNTY JUDGE IN THE AMOUNT OF $2,000 FOR CONTINUING EDUCATION OF THE EXECUTIVE ASSISTANT, CHIEF OF STAFF AND COUNTY JUDGE AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to approve an adjustment to the Continuing Education Budget for the Office of the County Judge in the amount of $2,000 For Continuing Education of the Executive Assistant, Chief of Staff and County Judge and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34731 AMEND THE CONSTABLE PCT. 5 OPERATING BUDGET FOR AN ADDITIONAL $102 NEEDED FOR THE FY20 BUDGETED POWERHEART AED DEFIBRILLATOR.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to amend the Constable Pct. 5 Operating Budget for an additional $102 needed for the FY20 budgeted Powerheart AED defibrillator. All present voted "Aye." MOTION PASSED.

34732 AUTHORIZE THE INFORMATION TECHNOLOGY DEPARTMENT TO PURCHASE A REPLACEMENT APC SMART UPS BATTERY BACKUP FOR THE DISTRICT ATTORNEY AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Smith to authorize the Information Technology department to purchase a replacement APC Smart UPS battery backup for the District Attorney and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34733 ACCEPT ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, ACCEPT THE 2-YEAR MAINTENANCE BOND #PB03016800381 IN THE AMOUNT OF $153,766.36, AND ACCEPT THE 1-YEAR REVEGETATION BOND #PB03016800381 IN THE AMOUNT OF $59,538.00 FOR RUTHERFORD WEST SUBD., SECTION 5.

A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to accept road construction & drainage improvements, accept the 2-year maintenance bond #PB03016800381 in the amount of $153,766.36, and accept the 1-year revegetation bond #PB03016800381 in the amount of $59,538.00 for Rutherford West Subd. Section 5. All present voted "Aye." MOTION PASSED.

34734 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE TRAINING SERVICES AUTHORIZED PROVIDER AGREEMENT WITH THE AMERICAN RED CROSS PERMITTING COUNTY EMPLOYEES OR VOLUNTEERS TO DELIVER INSTRUCTION IN RED CROSS TRAINING COURSES.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the County Judge to execute the training services authorized provider agreement with the American Red Cross permitting county employees or volunteers to deliver instruction in Red Cross training courses. All present voted "Aye." MOTION PASSED.

34735 AUTHORIZE THE EXECUTION OF AMENDMENT NO. 1 OF A CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE TUBERCULOSIS STATE GRANT PROGRAM IN THE AMOUNT OF $5,374 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to authorize the execution of amendment no. 1 of a contract with the Texas Department of State Health Services (DSHS) for the Tuberculosis State Grant Program in the amount of $5,374 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34736 ESTABLISH ONE NEW FULL-TIME MOBILE CRISIS OUTREACH LIAISON POSITION EFFECTIVE JANUARY 7, 2020 FOR THE SHERIFF'S OFFICE; FUNDED THROUGH THE OFFICE OF THE GOVERNOR, MENTAL HEALTH CRISIS INTERVENTION GRANT AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to establish one new Full-Time Mobile Crisis Outreach Liaison Position effective January 7, 2020 for the Sheriff's Office; funded through the Office of the Governor, Mental Health Crisis Intervention Grant and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34737 ADOPT A RESOLUTION RELATED TO A $100,000 CONTRIBUTION FOR CAPITAL IMPROVEMENTS TO CREATE A "RAINBOW ROOM" FOR USE BY THE HAYS COUNTY CHILD PROTECTIVE BOARD, TO BE LOCATED ON COUNTY-OWNED PROPERTY IN PRECINCT 1; AND TO AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to adopt a resolution related to a $100,000 contribution for capital improvements to create a "rainbow room" for use by the hays county child protective board, to be located on county-owned property in precinct 1; and to amend the budget accordingly. All present voted "Aye." MOTION PASSED.

34738 ESTABLISH A TEMPORARY PART-TIME (20 HRS PER WK) CENSUS PROGRAM COORDINATOR EFFECTIVE JANUARY 16TH THROUGH SEPTEMBER 30TH UTILIZING FY20 BUDGETED FUNDS FOR THE 2020 CENSUS AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell seconded by Commissioner Ingalsbe to establish a temporary part-time (20 hrs. per wk.) Census Program Coordinator effective January 16th through September 30th utilizing FY20 budgeted funds for the 2020 Census and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

Court convened into Executive Session 10:48 a.m. Then reconvened into open court at 10:50 a.m.

Clerk's Note Agenda Item #32 RE: *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.* **– WAS PULLED.**

34739 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO EXECUTE A PURCHASE AGREEMENT BETWEEN HAYS COUNTY AND ENRIQUE GUTIERREZ AND ASUNCION GUTIERREZ DE PALACIOS FOR THE ACQUISITION OF APPROXIMATELY 0.117 ACERS OF RIGHT OF WAY ALONG DACY LANE, PARCEL 47

Motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to execute a purchase agreement between Hays County and Enrique Gutierrez and Asuncion Gutierrez de Palacios for the acquisition of approximately 0.117 acers of right of way along Dacy Lane, Parcel 47, as presented in Executive Session. All present voted "Aye." MOTION PASSED

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

Judge Becerra announced Scott Raven, Fire Marshall, recommendation to maintain no burn ban.

35 DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra announced the Sheriff's report from the Corrections division of the inmate population and cost of inmate outsourcing was $81,964.00 for the past week.

Clerk's Note Agenda Item #36 RE: *DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW.* **– WAS PULLED.**

Clerk's Note Agenda Item #37 RE: *DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, WADE BENTON, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW* **– WAS PULLED.**

Clerk's Note Agenda Item #38 RE: *DISCUSSION OF ISSUES RELATED TO ELECTRO PURIFICATION INCLUDING UPDATES ON THE FILED APPLICATION. POSSIBLE ACTION MAY FOLLOW* **– WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Commissioner Jones to adjourn court at 10:52 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on January 7, 2020.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize On-Site Sewage Facility Permit for 2 long-term rental houses at 13265 Silver Creek Road, Austin, Texas 78736.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

John Barnhill is proposing an On-Site Sewage System to serve 2 Single Family Residences. This 30.01 acre tract of land will be served by a private well.
The system designer, Jon Maass, R.S., has designed a standard treatment system. After treatment, the effluent will be dispersed via standard disposal for a maximum daily rate of 420 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

Approve the reappointment of Paul Terry to serve on Emergency Services District #5 for a two year term, ending December 31, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	

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	N/A

SUMMARY

Mr.Terry has agreed to serve another two years.

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 renewal of the Texas Workforce Commission Information Release Contract for $1,500.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	$1,500.00

LINE ITEM NUMBER

001-618-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

See attached material. The contract term is from March 1, 2020 until February 28, 2021. The total amount of this Contract will not exceed the sum of $1,500 which covers up to and including 10 online users. Funds are budgeted in the Sheriff Operating Fund.

TWC Data Exchange Request and Safeguard Plan

	CONTRACT BASICS	Please fill in the information regarding the request. Check all that apply.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	111 E. San Antonio St., Suite #300
4.	Street Address – Line 2	
5.	City, State, Zip	San Marcos, TX 78666
6.	Is this a new request or renewal of an existing contract?	☐New request ☒Renewal of existing agreement ☐There are other contracts with the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	☒Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) ☐Texas Government Code, Interagency Cooperation Act (e.g., state agency) ☐Federal Agency Authority ☐If state agency, please specify authority
8.	Purpose for requesting information	*Check all that apply:* ☒to assist in criminal investigations ☒to assist in locating defendants, witnesses and fugitives in criminal cases ☒to assist in locating persons with outstanding warrants ☒to assist in locating probation absconders ☒to assist in determining eligibility for public assistance/services ☐other: please specify: (language will be inserted into contract)
	DATA REQUEST DETAILS	
9.	Information requested	*Check all that apply:* ☒wages reported by employers as earned per SSN per quarter (wage records) [proof of income] ☒addresses of employers who reported wages by SSN ☒addresses of recipients of unemployment insurance benefits by SSN ☒unemployment insurance benefits paid by SSN [proof of income] ☒employer reports of wages paid per quarter (list of workers by employer) by employer Tax account [co-worker list]
10.	Method of receiving data	☒**Online access:** Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: ☒1-10 (The subscription rate is $1,500 per year.) ☐11-25 (The subscription rate is $2,000 per year.) ☐26-50 (The subscription rate is $3,500 per year.)* ☐Specify other quantity Volume/quantity of **ONLINE** users of Personal Identifiable

		Information (PII) information per year. Estimated number of individual records requested? ☐ under 10,000 annually ☐ 10,000-500,000 annually ☐ over 500,000 annually * Please send separate detailed justification on organizational letterhead if more than 25 accounts are requested. _____ **Offline records**: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests: ☐Nightly ☐Weekly ☐ Bi-Weekly ☐ Monthly ☐Quarterly ☐Annually ☐ Other – specify: ☐ Ad hoc request for non-scheduled requests. Attach specifications including data field names. ☐ One-time request for large quantity of records. Attach specifications including data field names. ☐ One-time request for one or few quantity of records. Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990. Volume/quantity of **OFFLINE** records requested Per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time: ☐ 1- 1,499 in any one file transfer. ☐ 1500 to 9,999 in any one file transfer. ☐ 10,000-or more in any one file transfer. If over 10,000 file additional tracking information will be required. ☐ 10,001 – 499,999 in any one file transfer. ☐ 500,000 or more in any one file transfer. **De-identification:** If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.
11.	Volume/quantity of **OFFLINE** records requested	Match of SSNS to wage records – work Volume Per submission: ☐ under 150 SSNs/Tax IDs ☐ 151 to 1500 SSNs/Tax IDs ☐ Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	☒ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years
13.	Requested start date	☐ For federal entities only: to correspond with start of fiscal year starting:
	SAFEGUARD REQUIREMENTS	
14.	**Please complete this safeguard section, items 15 through 21.**	☒ We will only view screen information ☐ We will use paper copies of screen prints ☒ We will transfer information into paper records format ☐ We will use electronic copies of screen prints (PDF)

		☐ We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will non-employees be provided access to the data?	☒ Only direct employees will be provided access. ☐ Persons who are not employees may/will be provided access. Please specify those that apply: ☐ Data Center Operators ☐ Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	☒ Texas State Requirements under TAC 202 comparable standards ☐ National Institute of Secure Technology (NIST) comparable standards ☐ IRS Publication 1075 comparable standards
17.	How will you protect data at rest? (Both FIPS 140-2 and 256-BIT AES encryption are minimum requirements.	☐ Encrypt with FIPS 140-2 or higher and ☐ Encrypt at 128-BIT AES encryption or higher ☒ Other: Please specify: Data is not stored at rest. The response is if data at rest is requested to be stored, we will encrypt data at rest with FIPS 140-2 or higher and Encrypt at 256-BIT AES encryption or higher.
18.	When will data destruction occur?	☒ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify:
19.	Will the data you are requesting be disclosed to any other entity?	Specify No data is shared with other entities
20.	Describe how your organization assesses your security posture.	☒ Vulnerability testing ☒ Penetration testing ☒ Audits; specify frequency up to two times per year by FBI or DPS for CJIS compliance ☐ Other, If Other specify:
21.	Are background checks performed on employees who will access information?	☐ No, background checks are not performed ☒ Yes, background checks are performed. If yes, state when background checks are performed: ☒ Pre-employment ☐ Periodic checks during employment
22.	How will you have an auditable trail?	☒ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ☒ Other, If Other specify: Each user will also maintain inquiry log
	CONTACTS	
23.	Point of Contact Name (for daily matters)	John Roppolo
24.	Point of Contact Title	Chief Investigator
25.	Point of Contact Phone	512-393-7607
26.	Point of Contact E-mail	jroppolo@co.hays.tx.us
27.	Point of Contact Address	712 S. Stagecoach Trail, Suite #2057 San Marcos, TX 78666
28.	Alternate Point of Contact Name and Title	Michael Briggs, Criminal Investigation Lieutenant
29.	Alternate Point of Contact Phone	512-393-7814
30.	Alternate Point of Contact E-mail	michael.briggs@co.hays.tx.us

31.	Alternate Point of Contact Address	1307 Uhland Road, San Marcos, TX 78666
32.	Signatory Name	Ruben Becerra
33.	Signatory Title	Hays County Judge
34.	Signatory Phone Number	512-393-2251
35.	Signatory E-mail	ruben.becerra@co.hays.tx.us
36.	Signatory Address	111 E. San Antonio St., Suite #300, San Marcos, TX 78666
37.	Data Technology Contact Name	Jeff McGill, Director of IT
38.	Data Technology Contact Phone	512-393-2841
39.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
40.	Invoice Recipient Name	Marisol Villarreal-Alonzo
41.	Invoice Recipient Phone Number	512-393-2251
42.	Invoice Recipient Title	Auditor
43.	Invoice Recipient E-mail	marisol.alonzo@co.hays.tx.us
44.	Invoice Recipient Address	712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666

All statements and information on this form are true and correct to the best of my knowledge.

Contract Signatory_____Date_____

The person listed is authorized to legally bind their organization to the terms of the contract.

For questions on how to complete this request form, contact RSMContracts@twc.state.tx.us , fax to 512-936-0219 or call 512-463-2422.

STOP HERE if you are only seeking online access.
If Sending Batch Files or Computer Matching – Below are the Offline Charge Details:

OFFLINE INFORMATION REQUEST SPECIFICATIONS
(Describe in detail and be as specific as possible.)
Provide a reason for the request *(e.g., statutory citation or rule number)*:

Is this a one-time or an ongoing request?

☐ One-time ☐ Ongoing

If ongoing, specify time duration and frequency of data exchange *(e.g., Annual for the next three calendar years, Quarterly, Monthly)*:
If other specific data elements are requested, provide a data format.

Description of the request *(If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.)*:

Costs for Offline Information:
Rate Schedule for Quarterly Wage Information Only Matched to Submitted SSNs. Rates for TWC quarterly wage record information matched to submitted SSNs are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate
150 or less	$10 for the first SSN; $2 for each additional SSN; maximum charge $34
151-599	$35 per 150 SSNs

600-1,499	$85
1,500 or greater	$110 per 1,500 SSNs

Rate Schedule for Technology Services and Other Resources. Rates for technology services and other resources are set out in as follows and may be assessed for data matches or disclosures that require staff or resources to complete.

Type of Units	Description of Unit	Rates[1] ($)/Unit
CPU TIME	Number of seconds of computer processing time.	0.27584 per second
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75[2]
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette Tape Media Rewritable CD (CD-RW) Non-rewritable CD (CD-R)	1.00 3.00 1.00 1.00
POSTAGE	Actual cost of certified mail return receipt requested	

[1] The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

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 Juvenile Probation Department to replace a budgeted county issued phone with a $45 monthly telephone allowance effective January 16, 2020 for the Senior Juvenile Probation Officer, slot number 0957-001 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	$382.50

LINE ITEM NUMBER

001-686-00.5194

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Shelly Williams	BECERRA	N/A

SUMMARY

A phone stipend has been requested for the Senior JPO via the Data Request/Justification Form. This position travels throughout the County on a routine basis. They provide safety and communication for officers while performing core duties in the field. Funds are available within the operating budget for this expense.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept $25,500 in grant contributions and donations on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	N/A

LINE ITEM NUMBER

001-895-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The Hays County Child Protective Board has received grant funding from the City of San Marcos, The Dunagan Foundation and E.B. Crook utilizing the county federal tax identification number as authorized. The total awards received are as follows;
City of San Marcos - $15,000 (to be disbursed in four quarterly payments of $3,750)
The Dunagan Foundation - $10,000 (one-time grant award)
E.B. Crook - $500 (donation)

The HCCPB will deposit these funds with the county as their pass-through agency. The funds will be allocated back to the agency to be utilized for the following expenses;
>Basic clothing
>Participation in extracurricular school activities and scholastic achievements
>Equipment and services to encourage and assist academic success and improve graduation rates
>Recognition of significant milestones
>Provide for physical and mental health services not covered by governmental programs
>Provide support for CPS case workers participation in professional training
>Increase public awareness of child abuse

Funds for the City of San Marcos award will be released to HCCPB in incremental payments once the granting municipality has deposited their funds with the county.

Budget Amendment:
Increase Contributions: .4610
Increase Social Service Project Contributions: .5600

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 Hays County Constable Pct. 4 Office to accept a $339.98 donation from Mrs. Kimberley and Mr. Mark Nearburg, for the purchase of safety and protective equipment, specifically, motorcycle boots for the Hays County Deputy Constable, Pct. 4 motor officer and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	N/A

LINE ITEM NUMBER

001-638-00.4610/5206

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood, Constable, Pct. 4	SMITH	N/A

SUMMARY

On December 10, 2019, Commissioners Court voted "no" on allowing the Constable's Office, Pct. 4 to use funds from within its budget to purchase protective equipment, specifically motorcycle boots, for its motor officer. As a result, Mr. Mark Nearburg, who was in the audience during the discussion, contacted this office and advised he wished to donate funds to purchase the protective equipment on behalf of the officer. Mr. Nearburg issued the check to the Hays Co. Constable Pct. 4 office for $339.98. The Constable, Pct. 4 would like to use this donation to pay for the motorcycle boots purchased from Allen's Boots.

Attachment: Allen's Boots

Budget Amendment:
Increase Contributions .4610 - ($339.98)
Increase LE Supplies: .5206 - $339.98

Allen's Boot Centers, Inc.
1522 S. Congress Ave
Austin, TX 78704

SO # 00010000003980 10/2/2019 10:20Special Order

1842222
CHARLES WILLIAMS
195 ROGER HANKS PARKWAY

DRIPPING SPRINGS TX
78620
Ship: Cancel:

Desc 1	Attr	Size	Due	Ext_PS
27950	D	10.5	1	339.99

	SubTotal:	339.99
0	%Tax:	0.00
0.00	% Shipping Fee:	0.00
	TOTAL:	339.99
	Deposit Balance:	0.00
	Balance Due:	**339.99**

Associate Ryan2 11/13/2019 12:35:23 PM

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 Anita Collins to replace Caitlyn Strickland on the San Marcos Main Street Advisory Board, a three-year term ending February 28, 2023.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	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
Linda Coker	INGALSBE	N/A

SUMMARY

Caitlyn Strickland has served as the Hays County representative on the Main Street Advisory Board since September 2016, after replacing Roxie McInnis. Caitlyn's term ends February 28, 2020.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a purchase, sale and service agreement with Pacesetter K-9 for a canine approved in the FY 2020 budget.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	$12,000.00

LINE ITEM NUMBER

00.5717_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In the FY 2020 budget, the Sheriff Office is approved a K-9 Deputy in addition to the K-9. The S.O. has made a selection of a dual-purpose narcotics detection canine and is requesting approval of the purchase, sale and service agreement. No additional funding is needed; funding is budgeted in the S.O. Law Enforcement Equipment Capital.

Attachments: Pacesetter K-9 Purchase, Sale and Service Agreement

PURCHASE, SALE & SERVICE AGREEMENT

Dual Purpose Narcotics Detection Canine

THIS SALES AGREEMENT (hereinafter "Agreement") is made between PACESETTER K9 LLC located at 555 County Road 200 Liberty Hill, Texas 78642, (hereinafter "Seller"), and

_____Hays County Sheriff's Office_____ hereinafter referred to as "Buyer", of the canine described below which is being purchased to perform the duties of:

This sale is subject to the following terms and conditions:

A. WARRANTIES

(1) SELLER warrants that it has clear title to said canine. SELLER will provide a copy of all health records on the canine, specifically, X-rays (hips and elbows), blood scan, fecal, heartworm check, all current vaccinations and a Veterinary health certificate.

(2) SELLER warranties that it will provide handler/canine proficiency training at SELLER'S location. This training will include on and off leash obedience, attack, bite, hold, out, re-attack, stay/watch, stand off, building search, felony search, attack under gunfire, article search and tracking; detection of marijuana, heroin, cocaine, methamphetamine, and MDMA; records maintenance and courtroom testimony as well as First-aid and canine maintenance. No other warranties express or implied, including the warranties of other purposes except as may be otherwise provided for in this Agreement.

(3) SELLER will re-train or replace the canine if the canine fails to perform to its specified standards with the original certified handler for a period of one year from the date of sale. All training and medical records regarding the canine

must be returned to the SELLER before the canine will be replaced. SELLER will NOT replace canines that have been spayed, neutered, resold, placed with a different handler, or been abused, neglected, or injured.

(4) The date of sale shall be the date of completion of the handler's course.

(5) SELLER will replace the canine if the canine manifests a genetic health defect within one year from the date of sale. Veterinary records, tests, and diagnosis signed by a licensed veterinarian must be submitted before a canine will be replaced for reasons of genetic condition. Any and all records on the returned canine must be returned to SELLER. Returned canines will not be replaced until/unless all records are returned to SELLER. SELLER will NOT replace canines that have been spayed, neutered, resold, placed with a different handler, or been abused, neglected, or injured.

(6) BUYER warrants that she/he has the expressed right to have an independent veterinarian examine the canine and is satisfied with those findings and the general health of the canine or, in the alternative, accepts the findings of the SELLER'S veterinary examination.

(7) BUYER warrants that it will maintain all training records, medical treatment, and records of inoculations and engagement reports as well as handler certification and proficiency.

B. CONSIDERATION

The sales price for the canine is **$12,000.00 USD.** SELLER agrees to sell BUYER the canine described herein and BUYER agrees to purchase said canine on the terms set forth herein. A minimum deposit of fifty percent (50%) (Nonrefundable) is due with the execution of this Agreement and no later than thirty (30) days prior to class date. The remaining monies are due when the BUYER arrives at the SELLER'S location, for training with the canine. This cost will include handler's training, a leash and a choke chain. Pacesetter K9 LLC will also provide housing for handlers who are from out of town during the "training" period. Transportation and meals during the training course period are the responsibility of the BUYER. Length of the course will be three (3) weeks.

C. REGISTRATION AND OWNERSHIP TRANSFERS

Upon payment in full, SELLER agrees to provide all necessary papers and to take all steps necessary to transfer ownership and registration of the canine to BUYER if required.

D. The risk of loss passes from the SELLER to the BUYER upon possession of the canine by the BUYER subject to the other terms set forth herein.

E. This **PURCHASE, SALE, AND SERVICE AGREEMENT** represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically included in this written agreement.

F. All expenses incurred after the signing of this **PURCHASE, SALE, AND SERVICE AGREEMENT**, including but not limited to, board and further train the canine shall be the responsibility of BUYER, other than the stated training.

G. LAW

This **PURCHASE, SALE, AND SERVICE AGREEMENT** is made and entered into in the State of Texas and shall be enforced and interpreted under the laws of the State of Texas.

The terms of this Agreement and any disputes shall be resolved in accordance with the laws of the State of Texas. Jurisdiction and venue shall be in Hays County, Texas.

H. DEFAULT

Upon any material breach of this Agreement by one party, the other party may immediately terminate the Agreement. Notice shall be given in writing and mailed to the party alleged to be in breach of the Agreement at the address shown in this Agreement. Notice shall be effective upon mailing the postage paid. All Notices shall be mailed registered or certified mail. Upon the finding by the Court that a material breach occurred, the prevailing party shall have the right to recover reasonable attorney's fees and court costs.

I. SERVERABILITY

Should a court of competent jurisdiction and venue determine that any of the terms and or conditions of this agreement are unlawful or unenforceable such determination shall not affect the validity or enforceability of any remaining terms or conditions of this agreement.

This Agreement may be executed on duplicate originals.

The forgoing represents the entire Agreement between the parties. No modifications or changes will be made except in writing and signed by the parties.

EXECUTED THIS 14th DAY OF January, 2020.

_____	_____
Bradley Langham	Judge Ruben Becerra
Pacesetter K9 LLC	Buyer—Hays County, Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a renewal Interlocal application with the Texas Department of State Health Services (DSHS) for the Immunization/Locals Program FY21 in the amount of $192,341.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 14, 2020	N/A

LINE ITEM NUMBER

120-675-99-018]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This renewal contract with the Texas DSHS is to support the Immunization Program for the Hays County Health Department. The funds will be utilized to provide support toward the salary and fringe benefits of the staff involved in this program.

Grant Period:
9/1/2020 - 8/31/2021

Attachment:
Interlocal Application for Immunization Program Funds Fiscal Year 2021

InterLocal Application
For
Immunization Program Funds
Fiscal Year 2021

www.ImmunizeTexas.com

Issue date: 12/23/2019
Due date: 1/17/2019

Immunization Unit
P.O. Box 149347
Austin, Texas 78714-9347

I. INTRODUCTION

The Department of State Health Services (DSHS) Immunization Unit announces the expected availability of Fiscal Year (FY) 2021 general revenue and federal funding to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

This Inter-Local Application (ILA) contains the requirements that all applicants shall meet to be considered for funding. Each applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this ILA.

Please submit the completed renewal application electronically no later than January 17, 2020 to DSHSImmunizationContracts@dshs.texas.gov and Tray Kirkpatrick at **tray.kirkpatrick@dshs.texas.gov**.

The renewal application includes a form for Indirect Costs (I-7) within the budget template. DSHS Contract Oversight and Support (COS), the section that conducts fiscal audits of contractors, strongly urges that indirect costs be included. Please note that DSHS Immunization Unit has a cap on indirect costs. The total cost that may be funded under this renewal application may not be more than 10% of the personnel costs listed on Form I-1.

II. APPLICATION POINT OF CONTACT

For purposes of addressing questions concerning this Application, the contact is **Tray Kirkpatrick** of the Contract Management Section. Communications concerning this Application may be addressed by email or fax to:

Phone and Fax Numbers:
512.776.3448
512.776.7391 fax

CMS Contact Email:
tray.kirkpatrick@dshs.texas.gov

III. TABLE OF CONTENTS

THE APPLICATION SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED AND ARRANGED IN THE FOLLOWING ORDER:

Form A. Face Page - Application for Financial Assistance

Form A-1. Texas Counties and Regions List (see separate file)

Form B. Table of Contents and Checklist

Form C. Contact Person Information (last block is for emergency contact)

Form C-1 Program Contract Information

Form D. Job Descriptions (if applicable)

Form E. Program Income Spending Plan

Form I. Budget (see separate file)

Appendix B. Copy of Approved Indirect Rate (if applicable)

Department of State Health Services

FORM A: FACE PAGE

CONTRACTOR INFORMATION
1) LEGAL BUSINESS NAME: Hays County Health Department
2) MAILING Address Information: Include mailing address, street, city, county, state, and zip code): Check if address change ☐ 712 S. Stagecoach Trl., Ste. 1045 San Marcos, TX. 78666
3) PAYEE Name and Mailing Address (if different from above: Check if address change ☐ Hays County Treasurer, 712 S. Stagecoach Trl., Ste. 1094 San Marcos, TX. 78666
4) DUNS Number (9 digit) required if receiving American Recovery and Reinvestment Act of 2009 (ARRA) funds: 097494884
5) Federal Tax ID no. (9 digit), State of Texas Comptroller Vendor ID No. and Mail Code 74-6002241 **The contractor acknowledges, understands and agrees that the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.*
6) TYPE OF ENTITY (check all that apply):
☐ City X County ☐ Other Political Subdivision ☐ State Agency ☐ Indian Tribe ☐ Nonprofit Organization * ☐ For Profit Organization** ☐ HUB Certified ☐ Community-Based Organization ☐ Minority Organization ☐ Faith Based (nonprofit Org) ☐ Individual ☐ Federally Qualified Health Centers ☐ State Controlled Institution of Higher Learning ☐ Hospital ☐ Private ☐ Other (specify): *If incorporated, provide 10-digit charter number assigned by Secretary of State:
7) PROPOSED BUDGET PERIOD: Start Date: September 1, 2020 End Date: August 31, 2021
8) COUNTIES SERVED BY PROJECT:

9) AMOUNT OF FUNDING REQUESTED:	11) PROJECT CONTACT PERSON
10)PROJECTED EXPENDITURES Does contractor's projected federal expenditures exceed $500,000, or its projected state expenditures exceed $500,000, for contractors current fiscal year (excluding amount requested in line 9 above)?** Yes X No ☐ ***Projected expenditures should include anticipated expenditures under all* *Federal grants including "pass through" federal funds from all state agencies, or all anticipated expenditures under state grants, as applicable*	Name: Tammy Crumley Phone: 512-878-6673 Fax: Email: tammy.crumley@co.hays.tx.us 12) FINANCIAL OFFICER Name: Marisol Villarreal-Alonzo Phone: 512-393-2283 Fax: 512-393-2248 Email: marisol.alonzo@co.hays.tx.us

The facts affirmed by me in this proposal are truthful and I warrant the contractor is in compliance with assurances and certifications contained in APPENDIX A: DSHS Assurances and Certification. I understand the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award of a contract.

13) AUTHORIZED SIGNATORY (DocuSign) Check if change ☐
Name: Ruben Becerra
Title: Hays County Judge
Phone: 512-393-2205
Fax: 512-393-2248
Email: judge.becerra@co.hays.tx.us

FORM A: FACE PAGE INSTRUCTIONS

This form provides basic information about the contractor and the proposed project with the Department of State Health Services (DSHS), including the signature of the authorized representative. It is the cover page of the renewal and is required to be completed. Signature affirms the facts contained in the contractor's response are truthful and the contractor is in compliance with the assurances and certifications contained in APPENDIX A: DSHS Assurances and Certifications and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the contractor's renewal application.

1) LEGAL BUSINESS NAME - Enter the legal name of the contractor.

2) MAILING ADDRESS INFORMATION - Enter the contractor's complete physical address and mailing address, city, county, state, and zip code.

3) PAYEE NAME AND MAILING ADDRESS - Payee – Entity involved in a contractual relationship with contractor to receive payment for services rendered by contractor and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE's name and mailing address if PAYEE is different from the contractor. The PAYEE is the corporation, entity or vendor who will be receiving payments.

4) DUNS Number – 9 digit Dun and Bradstreet Data Universal Numbering System (DUNS) number or Central Contractor Registration number plus 4 digit extended DUNS number. This number is required if receiving ANY American Recovery and Reinvestment Act (ARRA) funds and can be obtained at: http://fedgov.dnb.com/webform

5) FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). *The contractor acknowledges, understands and agrees the contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

6) TYPE OF ENTITY - Check the type of entity as defined by the Secretary of State at http://www.sos.state.tx.us/corp/businessstructure.shtml or http://www.sos.state.tx.us/corp/nonprofit_org.shtml and/or the Texas State Comptroller at https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/2009-04/TINS_Guide_0409.pdf and check all other boxes that describe the entity.

   Historically Underutilized Business: A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. (http://www.window.state.tx.us/procurement/prog/hub/)
   State Agency: an agency of the State of Texas as defined in Texas Government Code §2056.001.ii
   Institutions of higher education as defined by §61.003 of the Education Code.
   MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.
   If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

7) PROPOSED BUDGET PERIOD - Enter the budget period for this proposal. Budget period is 09/01/2019 – 08/31/2020.

8) COUNTIES SERVED BY PROJECT - Enter the proposed counties served by the project.

9) AMOUNT OF FUNDING REQUESTED - Enter the amount of funding requested from DSHS for proposed project activities (not including possible renewals). This amount must match column (1) row K from the BUDGET SUMMARY used for cost reimbursement budgets.

10) PROJECTED EXPENDITURES - If contractor's projected federal expenditures exceed $500,000 or its projected state expenditures exceed $500,000 for contractor's current fiscal year, contractor must arrange for a financial compliance audit (Single Audit).

11) PROJECT CONTACT PERSON - Enter the name, phone, fax, and email address of the person responsible for the proposed project.

12) FINANCIAL OFFICER - Enter the name, phone, fax, and email address of the person responsible for the financial aspects of the proposed project.

13) AUTHORIZED REPRESENTATIVE - Enter the name, title, phone, fax, and email address of the person authorized to represent the contractor. Check the "Check if change" box if the authorized representative is different from previous submission to DSHS.

14) SIGNATURE OF AUTHORIZED REPRESENTATIVE - The person authorized to represent the contractor must sign in this blank.

15) DATE - Enter the date the authorized representative signed this form.

FORM B: TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Contractor: Hays County Health Department

This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. Be sure to indicate page number.

FORM	DESCRIPTION	Included	Page #	Not Applicable
A	Face Page - completed, and proper signatures and date included	X		
A-1	Texas Counties and Regions List	X		
B	Table of Contents and Checklist – completed and included	X		
C	Contact Person Information – completed and included	X		
C-1	Program Contact Information – completed and included	X		
D	Job Descriptions (with supplemental documentation attached if required)	X		
E	Program Income Spending Page	☐		X
		☐		
F	Budget Summary Form and Detail Pages	☐		X
Appendix B	Copy of Approved Indirect Rate – included (if applicable)	☐		X

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of Contractor: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on FORM A: FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Section.

Contacts must include, but are not limited to: Executive Director, Financial Contact, Program Contact, and Emergency Contact information.

Contact:	Tammy Crumley		Mailing Address	
Title:	Director, Countywide Operations		Street:	712 S. Stagecoach Trail, Ste. 1045
Phone:	512-878-6673		City:	San Marcos
Fax:			County:	Hays
Email:	tammy.crumley@co.hays.tx.us		State, Zip:	Texas, 78666
Contact:	Amy Fraga		Street:	712 S. Stagecoach Trail, Ste. 1071
Title:	Financial Analyst II		City:	San Marcos
Phone:	512-393-2273	Ext:	County:	Hays
Fax:	512-393-2248		State, Zip:	Texas, 78666
Email:	amy.fraga@co.hays.tx.us			
Contact:	Efren Chavez Jr.		Street:	712 S. Stagecoach Trail, Ste. 1045
Title:	Grant Writer		City:	San Marcos
Phone:	512-749-1161	Ext:	County:	Hays
Fax:			State, Zip:	Texas, 78666
Email:	efren.chavez@co.hays.tx.us			
Contact:	Margie Rodriguez		Street:	401-A Broadway St.
Title:	Clinic Manager		City:	San Marcos
Phone:	512-393-5535	Ext:	County:	Hays
Fax:	512-393-5530		State, Zip	Texas, 78666
Email:	margie@co.hays.tx.us			
Emergency Contact:	Amelia Flores		Street:	401-A Broadway St.
Title:	TVFC Coordinator		City:	San Marcos
Phone:	512-393-5539	Ext:	County:	Hays
Fax:	512-393-5530		State, Zip	Texas, 78666
Email:	amelia.flores@co.hays.tx.us			

FORM D: JOB DESCRIPTIONS

Please insert job descriptions here for all positions listed on the Personnel Detail which were not listed last year. Also include any job description that was updated during fiscal year 2020.

HAYS COUNTY JOB DESCRIPTION

Job Code: 0150
Grade: 115
FLSA: Exempt
Safety Sensitive

Prepared by: Human Resources
Date Prepared: December 2012, May 2014, Nov 2015

Local Health Department Manager

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary
Under limited supervision, manages Public Health Education, Public Health Emergency Preparedness, Communicable Disease, Outreach and the Indigent Health Care Programs for Hays County. Supervises outreach and support for the Texas Vaccines for Children Program, ImmTrac, and the Pharmacy Inventory Control System (PICS). The work involves treating a variety of problems, questions, or situations in conformance with established procedure. This position affects the social and economic well being of clients.

Responsibilities
- Oversees the daily functions of the Hays County Local Health Department including the Administrative Support Team including the Indigent Eligibility Specialist, ImmTrac Specialists, and the TVFC/Immunization Specialist as well as the TB-RN, TB-MA, Epidemiologist, Emergency Preparedness Coordinator, and SNS Coordinator. Delegates work, provides training, offers instruction, critically examines the work, approves and disapproves work, offers corrective help, completes performance evaluations, acts on employee disciplinary problems, assists in selection and recommendation for dismissal.
- Provides guidance and training on health education/promotion strategies and skills related to planning, implementing, and evaluating preventive programs to volunteers, staff, community groups, and others.
- Evaluates health promotion and education programs.
- Consults with Medical Director on various public health issues.
- Serve as LHD representative on local advisory boards.
- Participates in the development of community coalitions to address community issues related to health promotion and participates in other community outreach activities.
- Assists in provider recruitment, training and on-going education to all providers of TVFC.
- Presents ImmTrac information to providers, schools, and other community groups.
- Manages all aspects of the Local Health Department operations in Hays County and ensures the program operates in accordance with state policy.
- Develops and implements methods for reaching target client base. Oversees eligibility screenings for potential indigent clients based on income, residency, resources and household criteria.
- Plans and coordinates Local Health Department activities and schedules.
- Establishes procedures regarding clients' responsibilities in utilizing and paying for physicians' services.
- Monitors division budget(s) and assists Director with the preparation of the annual budget.
- Reviews and approves physicians, hospital, lab, pharmacy, and other invoices for payment.
- Reviews and authorizes or denies indigent burials and determines expenditure levels.
- With the Director, recommends policy changes to the County Judge and Commissioners when needed.
- Meets with representatives of other health aide providers including charitable, religious, and government organizations to coordinate public assistance programs.
- Attends meetings, workshops, and training sessions.
- Responsible for implementing, managing and enforcing security directives as mandated by HIPAA.
- Develops, implements, and ensures compliance with privacy policies for all individuals in the organizations workforce.
- Oversees, directs, delivers, or ensures, delivery of privacy training and orientation to all employees, volunteers, medical and professional staff and applicable business associates.
- Establishes procedures to track access to protected health information.

- Ensures that the access control, disaster recovery, business continuity, incident response, and risk management needs of the organization are being addressed.
- Maintains current knowledge of applicable federal and state privacy laws and standards.
- Maintains records associated with authorization and review of HIPAA policies and procedures.
- Performs audit and risk assessments.
- Makes recommendation on proper and necessary improvements to the security of personal health information.
- Performs other duties as assigned.

Knowledge Required

- General knowledge of Hays County Local Health Department regulations, policies, and procedures.
- General knowledge of Hays County purchasing and personnel rules and regulations.
- General knowledge of public administration principles and practices including budgeting, project management, and employee supervision and training.
- Professional knowledge of federal, state, and local laws and protocols related to indigent health care.
- Professional knowledge of federal, state, and local laws and protocols related to public health, immunizations and vaccine for children.
- Professional knowledge of the methods, principles, and practices of public health nursing.
- Exceptional knowledge of word processing specifically windows applications including Microsoft Word and Excel.
- Professional knowledge of privacy laws, access, release of information and other technology laws.
- Must complete HIPAA training once each year and within 30 days of employment.

Required Skill

- Skill in managing a County Public Health Department.
- Skill in planning and implementing public health policies, regulations, and procedures.
- Skill in researching and assessing public health needs and developing/implementing programs and policies to address those needs.
- Skill in reading, understanding, and interpreting federal, state, and local laws and protocols related to public health.
- Skill in overseeing public health functions.
- Professional skill in reading, understanding, interpreting, and following federal, state, and local laws and protocols.
- Professional skill in overseeing and performing indigent health care and immunization functions.
- Professional skill in reading, understanding, interpreting, and following medical and scientific documents relating to indigent health and immunizations.
- Professional skill in documenting, reading, understanding and maintaining medical records.
- General skill in operating standard office equipment, such as personal computers, calculators, photocopiers and multiline telephones.
- General skill in occasional cash handling.
- General skill in establishing and maintaining effective working relationships with supervisors, co-workers, vendors, outside agencies, and the public.
- General skill in budget preparation and bookkeeping.
- General skill in training, instructing, reviewing, correcting, disciplining, hiring and firing employees.
- General organizational skills.
- General skill in developing and maintaining record keeping systems.
- General data entry skills.
- General skill in reception, telephone etiquette and customer relations.

Education and/or Experience

Any equivalent combination of experience and training may be substituted on a year for year basis.

- Requires a High School Diploma or GED.
- Requires two years post-secondary course work in social work or a related field.
- Requires Five years' experience health administration, nursing, or related field.

Other Qualifications, Certificates, Licenses, Registrations

- Ability to obtain certifications in CPR, Vision Screening, and Hearing Screening.
- Class C driver's license.
- Preferred ability to speak, understand and translate in Spanish.

Supervision

- The Local Health Department Manager is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility and effectiveness in the performance of these duties.
- The Local Health Department Manager is responsible for developing deadlines, projects and assigning work to be done. This position must carry out the assignment and resolve all conflicts regarding assignments.
- The Director is informed of progress on assignments and controversial matters.
- This position exercises supervisory control over the TVFC/Immunization Specialist, the Indigent Eligibility Specialist, ImmTrac Outreach Specialists, Epidemiologist, TB-RN, CD-MA, Emergency Preparedness Coordinator, SNS Coordinator and Office Support Specialists by training, instructing, reviewing, correcting, disciplining, evaluating, assists in hiring and fires these employees. The Local Health Department Manager approves overtime and leave requests and recalls employees to work in emergencies.
- This position is supervised by the Director.
- The Director assists this position with unusual circumstances that do not have clear precedence.

Guidelines

The Local Health Department Manager uses judgment in interpreting and adapting procedures for specific cases or problems and analyses the results. This position must have a strong work ethic. The Local Health Department Manager must follow directions, meet deadlines, have good attendance, be punctual, keep promises, and have initiative and a proper attitude.

Emotional Demands

This position must handle a stress level of dealing with some argumentative or emotional contacts within the general public. The Local Health Department Manager meets with contacts in a structured setting within the Local Health Department. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Talk.
- Hear.
- Occasionally stand, walk.
- Occasionally lift and/or move up to 35 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The work is primarily sedentary.

Work Environment

While performing the duties of this job, the employee regularly works in a public health clinic office environment. The employee frequently travels to various locations throughout the county to meet with clients or potential clients, and is occasionally exposed to health or physical hazards, such as infectious diseases, bodily fluids, and needles.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature _____ Date _____

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code: 1142
Grade: 113
FLSA: Exempt
Safety Sensitive
Phone Allocation

Prepared by: Local Health Department
Date Prepared: June 2013
Date Revised: March 2016

Epidemiologist

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must complete HIPAA privacy and security training within 30 days of employment. Must complete any additional training within 30 days of notice.

Summary

Under general supervision the Epidemiologist performs a variety of public health functions. The Epidemiologist will work with local health care providers to discover preventable trends that are occurring in the jurisdiction and create public outreach programs to help deter the spread of infectious diseases. Work also involves supporting the Public Health Emergency Preparedness Coordinator, the Public Health Emergency Response Manager, the Strategic National Stockpile Coordinator, and supporting the TB/Communicable Disease nurse as needed to ensure compliance with federal, state, and local directives to ensure highest level of local preparedness. The Epidemiologist will also work with the response team in efforts of rapid detection; investigating disease outbreaks and other public health threats in the jurisdiction; and notifying the local, county, and regional response staff of disease trends in the area and surrounding jurisdictions. This position affects the physical wellbeing of the citizens of Hays County. The work involves treating a variety of problems, questions, or situations in conformance with established procedure, investigation, testing, and researching.

Responsibilities

- Works with local health care providers to discover preventable trends that are occurring in the jurisdiction and create public outreach programs to help prevent the spread of infectious diseases.
- Analyzes public outreach programs to ensure resources are being used efficiently and effectively.
- Develops training for schools, universities, daycares, long-term care/assisted living facilities, lab testing facilities, clinics, Hays County personnel, and the Hays County Local Health Department to educate and promote public health awareness in effectual locations of the community.
- Compiles information to include handouts, letters to parents, immunization guidelines, hygiene, and cleaning guidelines to facilities to prevent outbreaks and to provide resources for families of residents, students, and staff.
- Assists in educating, training, and networking to ensure local readiness, interagency collaboration, and preparedness for bioterrorism, outbreak of infectious disease, and other public health threats and emergencies for Local Health department staff, physicians, community health care providers, community outreach workers, and other external organizations.
- Educates clients on matters such as vaccines, immunizations, side effects, disease status, illness longevity, treatment options, available providers, transportation options, medication assistance, indigent care resources, control of exposure, actions to take in prevention, and recommendations by state and federal agencies.
- Conducts onsite visits to schools, daycares, correctional facilities, hospitals, long-term care/assisted living facilities, and food establishments for investigations of outbreaks.
- Reviews, monitors, and analyzes all epidemiological data for Hays County, conducts investigations on all reports of disease, illness, or other environmental hazards with regard to public safety; ensures that all contacts are identified and screened, according to the Department of State Health Services' reporting requirements.
- Assists in the implementation and continuous improvement of the comprehensive Personal Health Emergency Response Plan caused by bioterrorist, infectious disease outbreaks, or other public health threats.

- Participates in local and regional emergency preparedness drills and exercises.
- Rapidly and effectively investigates and responds to outbreaks of disease, potential terrorist event, and other public health emergencies in conjunction with the Strategic National Stockpile Coordinator.
- Provides contact investigation and disease intervention in the field and clinical setting at a moment's notice.
- Investigates reports of Texas Notifiable Conditions.
- Receives laboratory reports and test results to determine follow-up actions based on knowledge of testing criteria, test kit package inserts, clinical lab testing guidelines, academic journal reviews, and DSHS case classifications.
- Notifies regional and/or state officials as needed in management of reportable conditions.
- Assists with delivery of immunizations to the public as needed to assist the SNS Coordinator.
- Develops, analyzes, and interprets statistical data to devise weekly, monthly, bimonthly, triennial, and biannual reports to a variety of local, regional, and state agencies.
- Develops Databases to contain information for statistical inference.
- Maintains, and reviews database for errors and information fidelity.
- Enters client information into appropriate databases and maintains client medical information until confidential disposal is permitted.
- Drafts press releases for transmittal to Public Information Officer in a timely and efficient manner.
- Consults with Local Health Authority.
- Publishes reports to school nurses, STD Clinics, medical practitioners, and other providers for Hays County as time permits to include: outbreak reports, STD summaries, newsletters, and influenza reports
- Performs other duties as assigned.

Knowledge Required

- Professional knowledge of federal, state, and local laws and protocols related to public health, health and safety code
- Professional knowledge of the methods, principles, and practices of public health
- Professional knowledge of the methods, principles, and practices related to epidemiology
- General knowledge of word-processing specifically with Windows applications including Microsoft Word, Microsoft Excel, and Microsoft Access
- General knowledge of Hays County Local Health Department regulations, policies, and procedures
- Professional knowledge of privacy laws, access, release of information, and other technology laws
- Must complete HIPAA training once each year and within 30 days of employment

Required Skill

- Professional skill in reading, understanding, interpreting, and following federal, state, and local laws and protocols related to public health
- Professional skill in reading, understanding, interpreting, and following medical and scientific documents relating to public health
- Professional skill in database maintenance
- General skill in documenting, reading, understanding, and maintaining medical records
- General skill in operating standard office equipment, such as personal computers, calculators, and telephones
- General skill in establishing and maintaining effective working relationships with doctors, pharmacists, supervisors, co-workers, elected officials, health care personnel, law enforcement personnel, and the general public; including people from various socioeconomic backgrounds
- General skill and ability to communicate effectively orally and in writing, including ability to communicate with the media and large groups
- General organizational skills
- General skill and ability to evaluate information accurately and effectively and to apply interpretation of federal, state, and local regulations
- General skill in the operation of computers and miscellaneous medical equipment
- General skill in reception, telephone etiquette, and customer relations

Education and/or Experience
Any combination of education, experience, or training may be substituted on a year for year basis.

- Master's Degree in the area of Epidemiology, Microbiology, Infectious Diseases, Biostatistics, or a related public health field
- Prefer two years' experience in public health or related field
- Experience in the epidemiology field preferred
- Prefer Public Relations and/or customer service background

Other Qualifications, Certificates, Licenses, and Registrations

- MPH or MEd, or in process of obtaining MPH or MEd
- CPH, or ability to obtain CPH
- CIC, or ability to obtain CIC
- Current certification in or ability to obtain certification in CPR
- Ability to obtain certifications in bioterrorism training
- Ability to become trained in HIPPA laws
- Class C driver's license

Supervision

- The Epidemiologist required to satisfactorily perform the above duties and will be evaluated by the director for technical soundness, appropriateness and, conformity to policy and requirements.
- The Epidemiologist is responsible for assisting the Public Health Emergency Preparedness Coordinator, Public Health Emergency Response Manager, the Strategic National Stockpile Coordinator, and the TB/Communicable Disease nurse in handling emergencies, problems, and deviations in the duties/responsibilities according to the Public Health Response Plan.
- The Director assists this position with unusual circumstances that do not have clear precedence.

Guidelines
The Epidemiologist uses judgment in interpreting and adapting precedents for specific cases or problems and analyses of the results. This position must have a strong work ethic and must devote time to maintaining the Public Health databases. The Epidemiologist must follow directions, meet deadlines, have good attendance, be punctual, be reliable, have initiative, and a proper attitude. The employee must be available to communicate at all times.

Emotional Demands
This position must handle a stress level of interacting with some argumentative or emotional contacts within the general public. The Epidemiologist meets with contacts in a structured setting at the Personal Health Department, in clinics, and/or in the field. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use of his/her hands and fingers to handle or feel
- Reach with hands and arms
- Smell
- Talk
- Hear
- Occasionally stand, walk, kneel, or stoop
- Occasionally lift and/or move up to 35pounds
- Specific vision abilities required by this job include close vision, color vision, depth perception, and the ability to adjust focus.

Work Environment
While performing the duties of this job, the employee regularly works in a public health clinic. The employee occasionally travels to various locations throughout the county to perform investigative functions and public health assessments, and is often exposed to health or physical hazards, such as infectious diseases, bodily fluids, and needles.

Acknowledgement
I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

_____ _____
Employee Signature Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code: 0271
Grade: 110
FLSA: Non-exempt
Safety Sensitive
Phone Allocation

Prepared By: Human Resources
Date Prepared: December 2012
Updated: November 2015

Administrative Assistant III
TVFC/Immunization Specialist

Essential Functions
Include the following. (Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills, and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.) Other duties may be assigned. Must complete HIPAA privacy and security training within 30 days of employment. Must complete any additional training within 30 days of notice.

Summary
Under general supervision, develops and implements a health promotion program that supports the health promotion and disease prevention activities and programs of the community through the facilitation of immunization programs, and health and wellness programs; and provides technical assistance and training in health education and health promotion including outreach and support for the Texas Vaccines for Children Program, ImmTrac, the Pharmacy Inventory Control System (PICS), Perinatal Hepatitis B prevention and case management, vaccine preventable disease, and immunization requirements. Work includes supervision and coordination of student interns and volunteers; public information; and community resource development.

Responsibilities
- Maintains and operates an immunization reminder and recall system to notify caregivers of when children's immunizations are due.
- Computer entry of data used for vaccine ordering and maintaining stock levels of clinics and providers.
- Maintains data used for strategic analysis and auditing of vaccine administration, storage, and record keeping.
- Orders, maintains, and distributes vaccines to providers.
- Provides provider recruitment, training and on-going education to all providers.
- Ensures vaccines are maintained properly and responds to notifications of temperature variances.
- Implements record-keeping systems to attain and retrieve data necessary for analysis and retrospective studies and for tracking the number of uninsured clients who are referred to a medical home or to Medicaid/CHIP for possible enrollment.
- Provides ongoing communication to staff and providers regarding immunization updates.
- Maintains records of all client contacts and the result of outreach activities.
- Presents ImmTrac information to providers, schools, and other community groups.
- Identifies and recruits new registry users, including hospitals, pediatricians, and other health care providers, to promote the registry to parents and expectant parents, and to provide education and technical assistance to birth registrars to increase the number of children included in the registry.
- Trains registry users on searching the registry, reporting to the registry, and conducting reminder and recall activities.
- Promotes ImmTrac data registry quality and completeness.
- Promotes efficient inventory control and ordering practices in private provider offices by providing education on the advantages and utility of the Pharmacy Inventory Control System (PICS), including automatic vaccine ordering and paperless vaccine reporting.
- Trains providers who report on paper on PICS procedures and use of the reporting forms.
- Coordinates outreach, education, data entry, and follow-up for the families of children who are consented to participate in the statewide immunization registry, ImmTrac, but who do not have complete immunization histories in the registry.
- Provides information to clients, families, and providers on the purpose of ImmTrac and the importance of maintaining complete immunization histories in the registry.

- Plans, implements and evaluates health promotion programs including development and distribution of related materials.
- Provides technical assistance and training on health education and promotion strategies and skills related to planning, implementing, and evaluating preventive programs to volunteers, staff, community groups, providers, and others.
- Writes articles for newsletters, makes presentations at health fairs, and prepares and provides other comprehensive public information on the services available and general health information including vaccine administration and safety, using mass media, community outreach, presentations, printed materials, and audio visual programs. (i.e., etc.).
- Participates in the development of community coalitions to address community issues related to health promotion.
- Orients and supervises volunteers, and students who are assigned to the health education/promotion program.
- Recruits volunteers as needed for special projects.
- Prepares consumer information to enhance public awareness of the importance of vaccinating children, adolescents, and adults.
- Enters data used for strategic analysis and auditing of vaccine administration, storage, and record keeping.
- Completes assigned immunization audits and monitoring visits with schools, childcare facilities, Head Start, and provider offices according to established procedures.
- Completes clinic immunization record assessments using clinic assessment software application (CASA).
- Attends meetings, workshops, and training sessions including at least one seminar or training session about immunization requirements during the fiscal year.
- Participate in special immunization initiatives.
- Responds to immunization related questions and receives information concerning reportable conditions
- Performs other duties as assigned.

Knowledge Required

- Knowledge of the principles, practices and techniques of public health programs.
- Knowledge of supervisory practices and techniques.
- Professional knowledge of federal, state, and local laws and protocols related to public health and vaccine for children.
- Professional knowledge of the methods, principles, and practices of public health nursing.
- Knowledge of federal, state, and local laws and protocols related to immunizations, ImmTrac, and PICS systems.
- Knowledge of immunization recommendations and requirements.
- Professional knowledge of word-processing specifically windows applications including Microsoft Word and Excel and database programs.
- Professional knowledge of privacy laws, access, release of information and other technology laws.
- Must complete HIPAA training once each year and within 30 days of employment.

<u>Required Skill</u>

- Skill in effectively presenting information and presentations to a various community organizations, clients, customers, and the general public.
- Skill in training and supervising office staff (including volunteers and students).
- Skill in communicating effectively, orally and in writing.
- Skill in developing and writing office procedures.
- Skill in performing audit functions.
- Skill in reading, understanding, interpreting, and following medical and scientific documentation relating to vaccines for children.
- Skill in operating office equipment, including computer terminal, telephone, calculator, fax and copier.
- Skill in maintaining records and report preparation.
- Skill in establishing and maintaining effective working relationships with County staff and the general public.
- Professional data entry skills.

Education and /or Experience

Any equivalent combination of experience and training may be substituted on a year for year basis.

- Requires a High School Diploma or GED.
- Five years public health related experience
- Experience in preparing public health communications or inventory control preferred.

Other Qualifications, Certificates, Licenses, Registrations

- Texas Driver's License.

Supervision

- The TVFC/Immunization Specialist is required to satisfactorily perform the above duties and will be evaluated from an overall standpoint in terms of feasibility and effectiveness in the performance of these duties.
- The TVFC/Immunization Specialist is responsible for planning and overseeing the work of student interns and volunteers. The employee also determines the approach to be taken and the methodology to be used.
- The TVFC/Immunization Specialist must use judgment in interpreting and adapting policies and practices for application to specific cases or problems. The TVFC/Immunization Specialist analyzes the results and makes changes to the methods as necessary. This position must have a strong work ethic. The TVFC/Immunization Specialist follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, have initiative, and a proper attitude.
- This position is supervised by Social Health Coordinator.
- The Director and the Social Health Coordinator assist this position with unusual circumstances that do not have clear precedence.

Guidelines

The TVFC/Immunization Specialist uses judgment in locating and selecting the most appropriate guidelines or procedures to use for a certain application and may adapt guidelines to specific cases. This position must have a strong work ethic. The TVFC/Immunization Specialist must follow directions, meet deadlines, have good attendance, be punctual, keep promises, have initiative and a proper attitude. Employee must be available to communicate with others at all times.

Emotional Demands

This position must handle a stress level of dealing with some argumentative or emotional contacts within the general public. The TVFC/Immunization Specialist meets with contacts in a structured setting within the Local Health Department or Clinics. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use his/her hands and fingers to handle or feel;
- Reach with hands and arms;
- Talk;
- Hear;
- Occasionally stand, walk.
- Required to lift and/or move up to 35 pounds.
- Specific vision abilities required by this job include close vision, peripheral vision, and the ability to adjust focus.

Work Environment

While performing the duties of this job, the employee sometimes works in a normal office setting. The employee regularly travels to various locations throughout the county meet with clients or potential clients,

and is sometimes exposed to health or physical hazards, such as infectious diseases and violent individuals.

Acknowledgement
I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

Employee Signature Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code: 1128
Grade: 108
FLSA: Non-exempt

Prepared by: Human Resources Department
Date Prepared: March 2007
Date Updated: 03/09, 11/15

ImmTrac/PICS Outreach Specialist

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must complete HIPAA privacy and security training within 30 days of employment. Must complete any additional training within 30 days of notice.

Summary

Under general supervision, the ImmTrac/PICS Outreach Specialist provides moderately complex identification, outreach, education, data entry, and follow-up for the families of children who are consented to participate in the statewide immunization registry. This position affects the physical well being of the citizens of Hays County.

Responsibilities

- Identifyand conduct outreach, education, data entry, and follow-up for the families of children who are consented to participate in the statewide immunization registry, ImmTrac, but who do not have complete immunization histories in the registry.
- Provide information to clients, families, and providers on the purpose of ImmTrac and the importance of maintaining complete immunization histories in the registry.
- Maintain client files and document all contacts and the education provided.
- Locate additional immunization records from individuals and ensure that all immunization information is entered into ImmTrac.
- Resolve questionable matches in ImmTrac.
- Maintain records of all client contacts and the result of outreach activities.
- Present ImmTrac information to providers, schools, and other community groups.
- Identify and recruit new registry users, including hospitals, pediatricians, and other health care providers, to promote the registry to parents and expectant parents, and to provide education and technial assistance to birth registrars to increase the number of children included in the registry.
- Train registry users on searching the registry, reporting to the registry, and conducting reminder and recall activities.
- Promote data registry quality and completeness.
- Promote efficient inventory control and ordering practices in private provider offices by providing education on the advantages and utility of the Pharmacy Inventory Control System (PICS), including automatic vaccine ordering and paperless vaccine reporting.
- Train providers who report on paper on PICS procedures and use of the reporting forms.
- Perform data entry of paper reporting forms.
- Perform other duties as assigned.

Knowledge Required

- Thorough knowledge of ImmTrac and PICS systems.
- Professional knowledge of federal, state, and local laws and protocols related to immunizations and ImmTrac.
- Knowledge of immunization recommendations and requirements.
- Professional knowledge of the methods, principles, and practices of public health.
- General knowledge of computer applications, including word processing, spreadsheet, presentation, and database programs.
- General knowledge of Hays County Personal Health Department regulations, policies, and procedures.

- Professional knowledge of privacy laws, access, release of information and other technology laws.
- Must complete HIPAA training once each year and within 30 days of employment.

Required Skill

- Professional skill in reading, understanding, interpreting, following, and implementing federal, state, and local laws and protocols related to immunizations and public health.
- Professional skill in reading, understanding, interpreting, and following medical and scientific documents relating to public health.
- Professional skill and ability to communicate complex information effectively orally and in writing with parents, medical providers, the media, and large groups.
- Exceptional skill in organizing and prioritizing work assignments.
- General skill in documenting, reading, understanding and maintaining medical records.
- General skill in negotiating and persuading individuals.
- General skill in operating standard office equipment, such as personal computers, calculators, and telephones.
- General skill in establishing and maintaining effective working relationships with doctors, pharmacists, supervisors, co-workers, elected officials, health care personnel, and the general public, including people from a variety of socioeconomic backgrounds.
- General organizational skills.
- General skill in performing data entry.
- General skill in establishing and maintaining client records.
- General skill and ability to evaluate information accurately and effectively and to apply interpretation of federal, state and local regulations.
- General skill in telephone etiquette and customer relations.

Education and/or Experience

Any equivalent combination of experience and training may be substituted on a year for year basis.

- Requires a High School Diploma or GED.
- Requires two years college course work or related technical training.
- Requires two years experience in clerical or inventory control, preferably in a medical environment.
- Public relations or outreach experience preferred.

Other Qualifications, Certificates, Licenses, Registrations

- Class C driver's license.
- Preferred ability to speak, understand, and translate in Spanish.

Supervision

- The ImmTrac/PICS Outreach Specialist is required to satisfactorily perform the above duties and will be evaluated for technical soundness, appropriateness and conformity to policy and requirements.
- The ImmTrac/PICS Outreach Specialist is responsible for handling emergencies, problems, and deviations in the duties/responsibilities assigned according to instructions and accepted practices in the nursing field and the Public Health Response Plan.
- This position is supervised by the RN Supervisor.
- The Personal Health Director and the RN Supervisor assist this position with unusual circumstances that do not have clear precedence.

Guidelines

The ImmTrac/PICS Outreach Specialist uses judgment in interpreting and adapting precedents for specific cases or problems and analyses of the results. This position must have a strong work ethic. The ImmTrac/PICS Outreach Specialist must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, have initiative, and a proper attitude.

Emotional Demands

This position must handle a stress level of interacting with some argumentative or emotional contacts within the general public. ImmTrac/PICS Outreach Specialist meets with contacts in a structured setting at

the Personal Health Department or their locations. The contacts are generally cooperative however, this position may have to persuade, influence, motivate, or control situations where individuals may be fearful, skeptical, or uncooperative.

Physical Demands
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:
- Use of his/her hands and fingers to handle or feel.
- Reach with hands and arms.
- Smell.
- Talk.
- Hear.
- Occasionally stand, walk, kneel or stoop.
- Occasionally lift and/or move up to 35 pounds.
- Specific vision abilities required by this job include close vision, color vision, depth perception, and the ability to adjust focus.

Work Environment
While performing the duties of this job, the employee regularly works in a public health clinic or other office locations. The employee frequently travels to various locations throughout the county to perform duties.

Acknowledgement
I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employment of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

Employee Signature _____ Date _____

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

Form E: PROGRAM INCOME SPENDING PLAN

Projected amount of the DSHS share of Program Income (from page 30, Budget Summary, Line K, Row 2)
$

Please forecast how DSHS' share of Program income will be used. This money is available for immunization activities in addition to contract funds. Throughout the year, LHDs are responsible for monitoring program income collections to assure that projections are being met prior to expending funds as described below. Use of these funds is subject to the same restrictions as apply to grant funds.

Cost Categories	Funds Projected	Purpose and Justification
A. Personnel	$	
B. Fringe Benefits	$	
C. Travel	$	
D. Supplies	$	
E. Contractual	$	
F. Other	$	
Total (DSHS Share Program Income)	$	

Regional Program Managers FY 2021

PUBLIC HEALTH REGION 1
Leigh Johnston
Immunization Program Manager
6302 Iola Ave.
Lubbock, Texas 79424
(806) 783-6412
(806) 783-6435 – Fax

Leigh.Johnston@dshs.texas.gov

PUBLIC HEALTH REGION 2 & 3
Cheryl Millican
Immunization Program Manager
1301 South Bowen Road, Suite 200
Arlington, Texas 76013-2262
(817) 264-4795
(817) 264-4800 – Fax

Cheryl.Millican@dshs.texas.gov

PUBLIC HEALTH REGION 4 & 5 NORTH
Tammie Little
Immunization Program Manager
1517 W. Front Street
Tyler, Texas 75702
(903) 533-5310
(903) 533-9502 - Fax

Tammie.Little@dshs.texas.gov

PUBLIC HEALTH REGION 6 & 5 SOUTH
Stephanie Martin
Immunization Program Manager
5425 Polk, Suite J
Houston, Texas 77023
(713) 767-3411
(713) 767-3889 - Fax

Stephanie.Martin@dshs.texas.gov

PUBLIC HEALTH REGION 7
Debbie Shelton
Immunization Program Manager
2408 South 37th Street
Temple, Texas 76504-7168
(254) 778-6744
(254) 771-2612 - Fax

Debbie.Shelton@dshs.texas.gov

PUBLIC HEALTH REGION 8
Laurie Henefey
Immunization Program Manager
112 Joe Carper Drive
Uvalde, Texas 78801
(830) 591-4386 Extension 213
(830) 278-1831 - Fax

Laurie.Henefey@dshs.texas.gov

PUBLIC HEALTH REGION 9 & 10
Donna Anders
Immunization Program Manager
2301 N. Big Spring #300
Midland, Texas 79705-7649
(432) 571-4137
(432) 571-4190 - Fax

Donna.Anders@dshs.texas.gov

PUBLIC HEALTH REGION 11
Mauro Ruiz (Interim)
Immunization Program Manager
601 W. Sesame Drive
Harlingen, Texas 78550
(956) 421-5581
(956) 443-3216 - Fax

Mauro.Ruiz@dshs.texas.gov

FORM A-1: TEXAS COUNTIES AND REGIONS LIST

(in Alphabetical Order)

COUNTIES SERVED BY PROJECT - Item 7 of Form A: Face Page: Check ☑ counties to be served and include behind Form A: Face Page.

Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R	Counties	☑	R
-A-			Crosby	☐	01	Hays	☒	07	Martin	☐	09	Schleicher	☐	09
Anderson	☐	04	Culberson	☐	10	Hemphill	☐	01	Mason	☐	09	Scurry	☐	02
Andrews	☐	09	**-D-**			Henderson	☐	04	Matagorda	☐	06	Shackelford	☐	02
Angelina	☐	05	Dallam	☐	01	Hidalgo	☐	11	Maverick	☐	08	Shelby	☐	05
Aransas	☐	11	Dallas	☐	03	Hill	☐	07	McCulloch	☐	09	Sherman	☐	01
Archer	☐	02	Dawson	☐	09	Hockley	☐	01	McLennan	☐	07	Smith	☐	04
Armstrong	☐	01	Deaf Smith	☐	01	Hood	☐	03	McMullen	☐	11	Somervell	☐	03
Atascosa	☐	08	Delta	☐	04	Hopkins	☐	04	Medina	☐	08	Starr	☐	11
Austin	☐	06	Denton	☐	03	Houston	☐	05	Menard	☐	09	Stephens	☐	02
-B-			DeWitt	☐	08	Howard	☐	09	Midland	☐	09	Sterling	☐	09
Bailey	☐	01	Dickens	☐	01	Hudspeth	☐	10	Milam	☐	07	Stonewall	☐	02
Bandera	☐	08	Dimmit	☐	08	Hunt	☐	03	Mills	☐	07	Sutton	☐	09
Bastrop	☐	07	Donley	☐	01	Hutchinson	☐	01	Mitchell	☐	02	Swisher	☐	01
Baylor	☐	02	Duval	☐	11	**-I-**			Montague	☐	02	**-T-**		
Bee	☐	11	**-E-**			Irion	☐	09	Montgomery	☐	06	Tarrant	☐	03
Bell	☐	07	Eastland	☐	02	**-J-**			Moore	☐	01	Taylor	☐	02
Bexar	☐	08	Ector	☐	09	Jack	☐	02	Morris	☐	04	Terrell	☐	09
Blanco	☐	07	Edwards	☐	08	Jackson	☐	08	Motley	☐	01	Terry	☐	01
Borden	☐	09	Ellis	☐	03	Jasper	☐	05	**-N-**			Throckmorton	☐	02
Bosque	☐	07	El Paso	☐	10	Jeff Davis	☐	10	Nacogdoches	☐	05	Titus	☐	04
Bowie	☐	04	Erath	☐	03	Jefferson	☐	05	Navarro	☐	03	Tom Green	☐	09
Brazoria	☐	06	**-F-**			Jim Hogg	☐	11	Newton	☐	05	Travis	☐	07
Brazos	☐	07	Falls	☐	07	Jim Wells	☐	11	Nolan	☐	02	Trinity	☐	05
Brewster	☐	10	Fannin	☐	03	Johnson	☐	03	Nueces	☐	11	Tyler	☐	05
Briscoe	☐	01	Fayette	☐	07	Jones	☐	02	**-O-**			**-U-**		
Brooks	☐	11	Fisher	☐	02	**-K-**			Ochiltree	☐	01	Upshur	☐	04
Brown	☐	02	Floyd	☐	01	Karnes	☐	08	Oldham	☐	01	Upton	☐	09
Burleson	☐	07	Foard	☐	02	Kaufman	☐	03	Orange	☐	05	Uvalde	☐	08
Burnet	☐	07	Fort Bend	☐	06	Kendall	☐	08	**-P-**			**-V-**		
-C-			Franklin	☐	04	Kenedy	☐	11	Palo Pinto	☐	03	Val Verde	☐	08
Caldwell	☐	07	Freestone	☐	07	Kent	☐	02	Panola	☐	04	Van Zandt	☐	04
Calhoun	☐	08	Frio	☐	08	Kerr	☐	08	Parker	☐	03	Victoria	☐	08
Callahan	☐	02	**-G-**			Kimble	☐	09	Parmer	☐	01	**-W-**		
Cameron	☐	11	Gaines	☐	09	King	☐	01	Pecos	☐	09	Walker	☐	06
Camp	☐	04	Galveston	☐	06	Kinney	☐	08	Polk	☐	05	Waller	☐	06
Carson	☐	01	Garza	☐	01	Kleberg	☐	11	Potter	☐	01	Ward	☐	09
Cass	☐	04	Gillespie	☐	08	Knox	☐	02	Presidio	☐	10	Washington	☐	07
Castro	☐	01	Glasscock	☐	09	**-L-**			**-R-**			Webb	☐	11
Chambers	☐	06	Goliad	☐	08	Lamar	☐	04	Rains	☐	04	Wharton	☐	06
Cherokee	☐	04	Gonzales	☐	08	Lamb	☐	01	Randall	☐	01	Wheeler	☐	01
Childress	☐	01	Gray	☐	01	Lampasas	☐	07	Reagan	☐	09	Wichita	☐	02
Clay	☐	02	Grayson	☐	03	La Salle	☐	08	Real	☐	08	Wilbarger	☐	02
Cochran	☐	01	Gregg	☐	04	Lavaca	☐	08	Red River	☐	04	Willacy	☐	11
Coke	☐	09	Grimes	☐	07	Lee	☐	07	Reeves	☐	09	Williamson	☐	07
Coleman	☐	02	Guadalupe	☐	08	Leon	☐	07	Refugio	☐	11	Wilson	☐	08
Collin	☐	03	**-H-**			Liberty	☐	06	Roberts	☐	01	Winkler	☐	09
Collingsworth	☐	01	Hale	☐	01	Limestone	☐	07	Robertson	☐	07	Wise	☐	03
Colorado	☐	06	Hall	☐	01	Lipscomb	☐	01	Rockwall	☐	03	Wood	☐	04
Comal	☐	08	Hamilton	☐	07	Live Oak	☐	11	Runnels	☐	02	**-Y-**		
Comanche	☐	02	Hansford	☐	01	Llano	☐	07	Rusk	☐	04	Yoakum	☐	01
Concho	☐	09	Hardeman	☐	02	Loving	☐	09	**-S-**			Young	☐	02
Cooke	☐	03	Hardin	☐	05	Lubbock	☐	01	Sabine	☐	05	**-Z-**		
Coryell	☐	07	Harris	☐	06	Lynn	☐	01	San Augustine	☐	05	Zapata	☐	11
Cottle	☐	02	Harrison	☐	04	**-M-**			San Jacinto	☐	05	Zavala	☐	08
Crane	☐	09	Hartley	☐	01	Madison	☐	07	San Patricio	☐	11			
Crockett	☐	09	Haskell	☐	02	Marion	☐	04	San Saba	☐	07	**STATEWIDE**	☐	

FORM C-1: PROGRAM CONTACT INFORMATION

This form provides information about the appropriate program contacts in the contractor's organization. If any of the following information changes during the term of the contract, please send written notification to the **Immunization Unit**.

Area of Work	Program Contact Name	Phone	Email
Immunization Program Manager	Margie Rodriguez	512-393-5535	margie@co.hays.tx.us
Contract Coordinator(s)	Amelia Flores	512-393-5539	amelia.florez@co.hays.tx.us
	Margie Rodriguez	512-393-5535	Same as above
School Compliance Coordinator(s)	Eric Schneider	512-393-5525	eric.schneider@co.hays.tx.us
Perinatal Hepatitis B Case Manager(s)	Eric Schneider	512-393-5525	Same as above
Disease Surveillance Coordinator(s)	Eric Schneider	512-393-5525	Same as above
Clinical Coordinator(s)	Margie Rodriguez	512-393-5539	Same as above
TVFC & ASN Coordinator(s)	Amelia Flores	512-393-5535	Same as above
	Margie Rodriguez	512-393-5539	Same as above
Communications Coordinator(s)	Amelia Flores	512-393-5539	Same as above
Texas Immunization Registry Coordinator(s)	Josie Gonzales	512-393-5574	josie.gonzales@co.hays.tx.us
	Elsira Deleon	512-393-5575	elsira.deleon@co.hays.tx.us

FORM G: Federal Funding Accountability and Transparency Act (FFATA)
Personnel Activity Detail Form for Local Health Department Immunization Staff

Legal Name of Applicant:	Hays County

List Personnel	I. Program Planning & Evaluation	II. Vaccine Management VFC OPS	III. Registries	IV. Provider Quality Assurance VFC AFIX	V. Perinatal Hepatitis B Prevention	VI. Education, Information, Training & Collaborations	VII. Epidemiology and Surveillance	VIII. Population Assessment	IX Service Delivery	Total equals 100%
Functional Title + Code E=Existing or P=Proposed	% Time	% Time	% Time	% Time	% Time	% Time	% Time	% Time	% Time	100% Time
Local Health Department Manager - E	20%	20%	20%	15%		20%		5%		100%
TVFC/Immunization Specialist - E		40%	15%	20%		10%		5%	10%	100%
ImmTrac Specialist - E			100%							100%
ImmTrac Specialist - E			100%							100%
Epidemiologist - E					20%		80%			100%
										100%
										100%
										100%
										100%
										100%
										100%
										100%
										100%

TEXAS Department of State Health Services

FY2020

Immunizations/Locals

Applicant Information

Legal Name of Applicant Agency: Hays County Health Department

Mailing Address:

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

Payee Name: Hays County Treasurer

Payee Mailing Address:

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

State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code)**:** 17460022415002

DUNS # (9 digits required for subrecipient contractors)**:** 09-7494884

Type of Entity (Choose one)

City: ☐ Click on appropriate box
County: ☑
Other Political Subdivision: ☐

Project Period

Start Date: 9/1/2020
End Date: 8/31/2021

Counties Served

County(ies) Served: Hays County

Amount of Funding Allocated: $192,341.00

CONTACT PERSON INFORMATION

Legal Business Name: 0

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO: Tammy Crumley
Phone: 512-878-6673 Ext:
Fax:
E-mail: tammy.crumley@co.hays.tx.us
Mailing Address (street, city, county, state, & zip): 712 S. Stagecoach Trail Suite 1045, San Marcos, TX 78666

B-13/FSR Rep: Amy Fraga
Phone: 512-393-2273 Ext:
Fax:
E-mail: amy.fraga@co.hays.tx.us
Mailing Address (street, city, county, state, & zip): 712 S. Stagecoach Trail Suite 1071, San Marcos, TX 78666

PHEP (HAZARDS) Program Leader:
Phone: Ext:
Fax:
E-mail:
Mailing Address (street, city, county, state, & zip):

SNS (CRI) Coordinator:
Phone: Ext:
Fax:
E-mail:
Mailing Address (street, city, county, state, & zip):

Authorized Signatory for **DocuSign** Ruben Becerra
Phone: 512-393-2205 Ext:
Fax:
E-mail:
Mailing Address (street, city, county, state, & zip): 111 E. San Antonio St., Ste. 300, San Marcos, TX 78666

Additional Authorized Signatory for **DocuSign only if applicable (FFATA, Certs, etc)**
Phone: Ext:
Fax:
E-mail:

DocuSign "CC" Person
Phone: Ext:
Fax:
E-mail:

Emergency Contact: Tammy Crumley
Cell Phone: 512-618-1527 Ext:
Fax:
E-mail: tammy.crumley@co.hays.tx.us
Mailing Address (street, city, county, state, & zip): 712 S. Stagecoach Trail Suite 1045, San Marcos, TX 78666

General Instructions for Completing Budget Forms
DSHS Costs Only Budgeted on Detail Category Pages

(Examples and instructions for completing the Budget Category Detail Templates are in a separate Excel file located under Templates for Cost Reimbursement Budgets located at :
http://www.dshs.state.tx.us/grants/forms.shtm

* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on Form I - Budget Summary; doing so will populate the budget category detail templates with your organizations name.

* Complete each budget category detail template. Instructions for completing each budget category detail template are in a separate document. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget template at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

* After you have completed each budget category detail form, go to Form I - Budget Summary and input other sources of funding manually (if any) in Columns 3 - 6 for each budget category.

* Refer to the table that is locaated below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions ("Distribution Totals") equals the Budget Total.

* Enter the total amount of "Program Income" anticipated for this program in row "K" under the "Total Budget" column (1). The total program income budgeted will be automatically allocated to each funding source based on the percentage of funding of the total budget. Information on program income is available in the Grant Technical Assistance Guide (GTAG) located at the following web site:
https://www.dshs.texas.gov/contracts/gtag.aspx

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds **(6)**
A. Personnel	$126,093	$126,093	$0	$0	$0	$0
B. Fringe Benefits	$56,248	$56,248	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0
D. Equipment	$0	$0	$0	$0	$0	$0
E. Supplies	$0	$0	$0	$0	$0	$0
F. Contractual	$10,000	$10,000	$0	$0	$0	$0
G. Other	$0	$0	$0	$0	$0	$0
H. Total Direct Costs	$192,341	$192,341	$0	$0	$0	$0
I. Indirect Costs	$0	$0	$0	$0	$0	$0
J. Total (Sum of H and I)	$192,341	$192,341	$0	$0	$0	$0
K. Program Income - Projected Earnings	$0	$0				

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Catetory	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	**Personnel**	**$126,093**	**$126,093**	**Fringe Benefits**	**$56,248**	**$56,248**
	Travel	**$0**	**$0**	**Equipment**	**$0**	**$0**
	Supplies	**$0**	**$0**	**Contractual**	**$10,000**	**$10,000**
	Other	**$0**	**$0**	**Indirect Costs**	**$0**	**$0**

TOTAL FOR:	**Distribution Totals**	**$192,341**	**Budget Total**	**$192,341**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. *DO NOT* include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent: **Hays County**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
Local Health Department Manager = E	N	Program planning & evaluation, Vaccine Management VFC OPS, Education, Information, Training & Collaborations, Population Assessment	0.5	NA	$6,419.00	12	$38,514
TVFC/Immunization Specialist = E	N	Vaccine Management VFC OPS, Provider Quality Assurance VFC AFIX, Education, Information, Training & Collaborations, Service Delivery	0.5	NA	$3,450.00	12	$20,700
ImmTrac Specialist = E	N	Registries	0.5	NA	$3,593.00	12	$21,558
ImmTrac Specialist = E	N	Registries	0.51	NA	$2,956.00	12	$17,925
Epidemiologist = E	N	Perinatal Hepatitis B Prevention, Epidemiology and Surveillance	0.5	NA	$4,566.00	12	$27,396
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
				TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS			$0
					SalaryWage Total		$126,093

FRINGE BENEFITS	**Itemize the elements of fringe benefits in the space below:**
FICA = $126,093 x .062 = $7,818 MEDICARE = $126,093 x .0145 = $1,829 RETIREMENT = $126,093 x .1351 = $17,036 MEDICAL, DENTAL & LIFE INSURANCE = $11,800.56 x 2.51 FTE = $29,565	
	Fringe Benefit Rate % 44.61%

	Fringe Benefits Total	$56,248

FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent: **Hays County**

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
Immunization Branch Local Health Department Meeting	Immunization Branch Mandatory Meeting - Funding for this workshop will be paid with Hays County General Funds	Austin	1/2	Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0
TVFC Annual Training	Immunization Branch Mandatory Meeting - Funding for this workshop will be paid with Hays County General Funds	Austin	1/2	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

Other / Local Travel Costs

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

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

Indicate Policy Used: Respondent's Travel Policy [ ] State of Texas Travel Policy [ ]

FORM I-3: EQUIPMENT Budget Category
Detail Form

Legal Name of Respondent: **Hays County**

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$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: **$0**

FORM I-4: SUPPLIES Including CONTROLLED ASSETS Budget Categor

Legal Name of Respondent: **Hays County**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Pr
Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) See attached example for defini
to complete this form.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	

Total Amount Requested for Supplies:

/ Detail Form

ovide a justification for each supply item.
tion of supplies and detailed instructions

Total Cost
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0
$0

$0

FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **Hays County**

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Live Oak Health Partners	Administration of vaccines	Partnership to administer vaccines due to organizational structure	Lump Sum	1	$10,000.00	$10,000
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
					TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for CONTRACTUAL: $10,000

FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent: **Hays County**

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
		$0
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	$0

Total Amount Requested for Other: **$0**

FORM I - 7 Indirect Costs

Legal Name of Respondent: 0

Total amount of indirect costs allocable to the project: **Amount:** $0

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 (Form I - 7 Indirect)	**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.	

.

SUPPLEMENTAL FORMS INSTRUCTIONS

The budget templates (two per budget category) that follow are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Applicants that have utilized all the lines on the primary budget template must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labled Form I - 1 Personnel) have been used, go to the supplemental template labled "Form I - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labled "Form I - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

The supplemental budget templates are:

-Form I-1 Personnel Supplemental

-Form I-2 Travel Supplemental

-Form I-3 Equipment Supplemental

-Form I-4 Supplies Supplemental

-Form I-5 Contractual Supplemental

-Form I-6 Other Supplemental

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

FORM I-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	**Number of Months**	Salary/Wages Requested for Project
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
					SalaryWage Total		$0

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				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
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

FORM I-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

Conference / Workshop Travel Costs

Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				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
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	$0

Total for Conference / Workshop Travel $0

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0
			$0		$0

Total for Other / Local Travel $0

Other / Local Travel Costs: $0 Conference / Workshop Travel Costs: $0 **Total Travel Costs:** $0

FORM I-3: EQUIPMENT Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM I-3: EQUIPMENT Budget Category
Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0

Total Amount Requested for Equipment: **$0**

FORM I-4: SUPPLIES including CONTROLLED ASSETS Budget Category Detail Fo

Legal Name of Respondent: **Hays County**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable** supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification

Total Amount Requested for Supplies:

rm (Supplemental)

. Provide a justification for each

Total Cost

$0

FORM I-4: SUPPLIES including CONTROLLED ASSETS Budget Category Detail Fo

Legal Name of Respondent: **Hays County**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable** supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification

Total Amount Requested for Supplies:

e. Provide a justification for each

Total Cost

$0

FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

FORM I-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0

Total Amount Requested for CONTRACTUAL: $0

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

FORM I-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: **Hays County**

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: **$0**

FORM I - 7 Indirect Costs

Legal Name of Respondent: 0

Total amount of indirect costs allocable to the project: **Amount:** $0

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 (Form I - 7 Indirect)	**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

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

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 17, 2019	$

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This bid is for the construction of a temporary traffic signal at the intersection of US 290 and CR 185 (Trautwein Road), including advance warning signs and advance warning flashers on Trautwein Road.

Attached: IFB 2020-B05 US Temporary Signal at Trautwein Road.

HAYS COUNTY

PROJECT CONSTRUCTION MANUAL

FOR

US 290 AT TRAUTWEIN ROAD TRAFFIC SIGNAL

TxDOT CSJ: 0113-07-076

Bid No. IFB 2020-B05

Bid Date: January 30, 2020

Bid Time: 1:30 PM CST

Hays County, Texas
Purchasing Department

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

January 15, 2020

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Appendices

Appendix A – Quality Assurance Program for Construction Projects

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SECTION 1
ADDENDA

OFFICE OF THE COUNTY AUDITOR

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

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

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

October 18, 2019

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

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

Attachments to this addendum:

- Questions & Answers

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

Signature

Company Name

Date

Example

SECTION 2
INVITATION FOR BIDS

PUBLIC NOTICE
HAYS COUNTY
INVITATION FOR BIDS

Hays County will be accepting sealed Bids for:

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

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

To submit Proposals for this Contract, prospective bidder shall, on THURSDAY, January 30, 2020, meet the following requirements: (1) be registered with the State of Texas; and provide suitable evidence of prior experience for similar work and be able to provide written documentation of successfully completed similar contracts.

Plans, Specifications, and Bidding documents for pre-qualified bidders and interested non-bidders may be secured from the website (https://sanmarcostx.gov/bids.aspx) beginning WEDNESDAY, January 8, 2020. Questions will be accepted in writing to purchasing@co.hays.tx.us until THURSDAY, January 23, 2020 at 5:00 PM.

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

Hays County is an Affirmative Action/Equal Opportunity Employer.

Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified shall not be accepted.

Issued by order of the Hays County Commissioners Court on Tuesday, January 7, 2020 by Ruben Becerra, County Judge.

SECTION 3
BID INSTRUCTIONS / REQUIREMENTS

BID INSTRUCTIONS/REQUIREMENTS

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

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

BID FORM

PROJECT IDENTIFICATION

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

THIS BID IS SUBMITTED TO:

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

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

NO LATE BIDS WILL BE ACCEPTED

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

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

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed within **20 standard workweeks** from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

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

_____
_____
_____

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

SUBMITTED ON_____, 20___.

State Contractor License Number _____

IF BIDDER is:

An Individual

By_____(SEAL)
(Individual's Name)

_____
(Signature)

doing business as _____
Business address: _____
_____
Phone Number:_____Fax Number: _____
Email: _____

A Partnership

By_____(SEAL)
(Firm Name)

_____
(General Partner)

_____
(Signature)

Business address:

_____
_____
_____

Phone Number:_____Fax Number: _____
Email: _____

A Corporation

By_____(SEAL)
(Corporate Name)

_____
(State of Incorporation)

By_____(SEAL)
(Name of Person Authorized to Sign)

_____
(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

_____

_____

_____

Phone Number:_____Fax Number: _____

Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By_____(SEAL)
(Name)

_____
(Address)

_____
(Signature)

By _____
(Name)

_____
(Address)

_____
(Signature)

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

_____
_____
_____
_____

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

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

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

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

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

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

TOTAL AMOUNT OF BID

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

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

Acknowledgment of Addenda

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Certificate of Interested Parties

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is_____, and my date of birth is_____.

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

On this_____day of_____20_____, personally appeared_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Signature

_____

Date

Hays County Purchasing Department Senate Bill 252 Certification

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

_____

Company Name

_____

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

_____

Purchasing Representative

_____

Date

Vendor References

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

REFERENCE ONE

Company Name:_____

Address: _____

Contact Person and Title:_____

Phone Number: _____

Scope & Duration of Contract:_____

REFERENCE TWO

Company Name:_____

Address: _____

Contact Person and Title:_____

Phone Number: _____

Scope & Duration of Contract:_____

REFERENCE THREE

Company Name:_____

Address: _____

Contact Person and Title:_____

Phone Number: _____

Scope & Duration of Contract:_____

SECTION 5
STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

STATE OF TEXAS

HAYS COUNTY

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

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

Article 1. Work

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

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

Article 2. Engineer of Record

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

Article 3. Contract Time

The Work shall be Substantially Completed in 20 **standard workweeks** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

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

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

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

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

Article 5. Contractor's Representations

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

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

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

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

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

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

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

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

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

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

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

Article 6. Contract Documents

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

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Certificate of Insurance

6.5 Wage Rates

6.6 Standard Specifications

6.7 Special Provisions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers _____ to _____, inclusive

6.12 Contractor's Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

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

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

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

Article 7. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY_____ CONTRACTOR_____

By:_____ By: _____

Ruben Becerra,

Hays County Judge Title: _____

[CORPORATE SEAL]

Attest_____ Attest_____

SECTION 6
WAGE RATES

"General Decision Number: TX20190254 12/20/2019

Superseded General Decision Number: TX20180304

State: Texas

Construction Type: Building

County: Hays County in Texas.

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

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

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

ASBE0087-014 01/01/2018

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

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 28.00	22.35

ELEC0520-004 05/27/2019

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

ELEV0133-002 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	$ 40.96	33.705

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

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

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes	$ 34.85	9.85

IRON0084-011 06/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 24.42	7.12

IRON0482-012 06/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 22.15	6.68

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* PLUM0286-009 06/03/2019

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

SFTX0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 29.53	21.27

SHEE0067-006 06/01/2019

	Rates	Fringes

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

SUTX2014-030 07/21/2014

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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION"

SECTION 7
PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as principal, and

_____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Hays County (County), in the penal sum of

_____ Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the _____ day of _____, 20_____ (the "Agreement"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20___.

PRINCIPAL	SURETY
SIGNATURE	SIGNATURE
NAME & TITLE	NAME & TITLE
ADDRESS	ADDRESS
(_____) PHONE NUMBER	(_____) PHONE NUMBER

The name and address of the Resident Agency of Surety is:

_____

_____

(_____) PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

****

I,_____, having executed Bonds
SIGNATURE

for_____do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

SECTION 8
PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of_____, and State of_____, as Principal (hereinafter referred to as the "Principal"), and

_____
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hays County, (hereinafter referred to as the "County"), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the_____day of_____, 20_____, to _____

_____ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20___.

PRINCIPAL	SURETY
SIGNATURE	SIGNATURE
NAME & TITLE	NAME & TITLE
ADDRESS	ADDRESS
(_____) PHONE NUMBER	(_____) PHONE NUMBER

The name and address of the Resident Agency of Surety is:

(_____) PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

SECTION 9
CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

TO:

Hays County

712 South Stagecoach Trail, Suite 1070

San Marcos, TX 78667

(ADDRESS)

DATE:

Project No.: IFB 2020-B05

Project: US 290 At Trautwein Road Traffic Signal

THIS IS TO CERTIFY THAT

(Name and address of insured)

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

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

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

Locations Covered:

Descriptions of Operations Covered:

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

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

(Name of Insurer)

By:

Phone No. ( )

Title:

SECTION 10
GENERAL CONDITIONS

General Conditions

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

SECTION 11
SPECIAL CONDITIONS

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SPECIAL CONDITIONS

I. County

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

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

II. Program Manager

Prime Strategies, Inc. is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

III. General Engineering Consultant (GEC)

HNTB Corporation is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

IV. The Construction Inspector

[TBD] is the "Construction Inspector" referred to herein and in the Contract Documents. The Construction Inspector will be responsible for performing construction engineering and inspection services on the Project.

V. Engineer of Record

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

VI. Insurance

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

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

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

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

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

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

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

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

Policy Endorsements and Special Conditions

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

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

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

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

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

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

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

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

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

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

VII. Record ("As-Built") Drawings

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

VIII. Limit of Financial Resources

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

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

IX. Limits of Work and Payment

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

X. State Sales Tax

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

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

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

XI. Completion of Work on Time

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

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **10** working days. This separate time period shall be for completion of the Punch List, as set forth in Special Provision 005-HC01 Article 5.12.2.2.b of the Contract, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth in Special Provision 008-HC01 under Article 8.7, Default of Contract. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

XII. Layout and Construction Stakes

All construction staking shall be performed by the Contractor at the Contractor's expense.

The Contractor shall coordinate with design engineer to identify all necessary elements for station development as well as identify the trees, shrubs, and grass areas designated to remain within the construction limits to prevent damage to these items.

XIII. Safety

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

XIV. Maintenance Bond Term & Amount - OMITTED

No Maintenance Bond is required.

XV. Safety Restrictions - Work Near High Voltage Lines

The following procedures shall be followed for work near high voltage lines on the Project.

(a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".

(b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.

(c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.

(d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

XVI. Erosion Control

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the Project construction. Upon completion of construction and before the Construction Inspector issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Inspector shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

XVII. Discovery of Hazardous Materials

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

XVIII. Submittals – Certificate of Compliance

The Contractor shall submit to the Construction Inspector a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

XIX. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

XX. Traffic Control

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

The Contractor shall coordinate with other contractors working in the area.

XXI. Temporary Traffic Handling Devices

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take

necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Inspector.

The Construction Inspector shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

XXII. Roadway Signs

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

XXIII. Project Signs

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering to include: Hays County / TxDOT Partnership Program with the Hays County Seal, the Project's name, and a brief description relating to the estimated date of completion, contact phone number, website address and the appropriate Hays County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling". Proofs of sign shall be submitted to the Inspector for approval prior to fabrication.

XXIV. Permits

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

XXV. Landscape Restoration

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

XXVI. Existing Fencing

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

XXVII. Easements

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

XXVIII. Limits of Contractor's Operation

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

XXIX. Maintenance of Pedestrian Walkways - OMITTED

XXX. Spoil

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Inspector. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

XXXI. Materials Testing

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Inspector in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A. The cost of such tests will be incurred by the County and coordinated by the Construction Inspector through funds made available to the Construction Inspector under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Inspector shall furnish for review by the GEC, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Inspector will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of inspection staffing, materials handling and construction procedures, calibration and maintenance of equipment, production process control, and testing deemed necessary to assure quality as specified by the Contract Documents.

XXXII. Pre-Construction Conference

Before the Project work order is issued, a pre-construction conference shall be held with

representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

XXXIII. Weight Tickets - OMITTED

XXXIV. Confined Space Entry Program

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

XXXV. Tree and Plant Protection

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Inspector, using the following:

> Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above existing grade level to determine cross section area in square inches. Assessment for damage will be $27.00 per square inch.
>
> Shrubs and Grass Areas: An initial fine of $1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of $8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Inspector shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within

construction limits from the following damage:

(1) Compaction of root area by equipment, vehicles or material storage;
(2) Trunk damage by moving equipment material storage, nailing or bolting;
(3) Strangling by tying ropes or guy wires to trunks or large branches;
(4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
(5) Cutting of roots by excavating or ditching;
(6) Damage of branches by improper pruning;
(7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
(8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
(9) Do not cut roots 1-1/2" in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

(1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
(2) Pruning will be performed by County.

XXXVI. Prosecution and Progress

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

(1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
(2) Assure coordination of the efforts of the Contractor, County, Program Manager/GEC, Construction Inspector, utilities and others that may be involved in the Project;
(3) Assist the Contractor, County, Program Manager/GEC and Construction Inspector in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
(4) Assist the County, Program Manager/GEC and Construction Inspector in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order

to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). The Contractor shall create and maintain the schedule using the latest version, at the time of the award of the Project, of Primavera System, Inc. Primavera Project Planner or Suretrak Project Scheduler computer scheduling software, except when a general note requires otherwise. Microsoft Project will not be acceptable. No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

(1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Inspector or Program Manager/GEC.

(2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager/GEC, or Construction Inspector; concise description of the Work represented by the activity; and activity durations in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager/GEC or Construction Inspector. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type. This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic

conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

"Total float" is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project's completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule on diskette or CD-ROM.

The schedule shall encompass the time from the start of the Contract Time to the Project's Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

(3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Inspector or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error,

when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

(4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Construction Inspector or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:

a) Electronic copy of the updated schedule including revisions and changes on diskette or CD-ROM or other storage media.
b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.

(5) Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the County or Construction Inspector in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Inspector.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

(6) Time Impact Analysis. The Contractor shall notify the County or Construction Inspector when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Inspector by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted, and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Inspector a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Inspector the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Inspector may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Inspector or Program Manager/GEC shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

XXXVII. Sanitary Provisions

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

XXXVIII. Work Near Railroads - OMITTED

SECTION 12
GENERAL NOTES

GENERAL

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

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

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

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

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

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

ITEM 5 – CONTROL OF THE WORK

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

Electronic Shop Drawing Submittals:

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

Submittal Contact List

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

ITEM 6 - CONTROL OF MATERIALS

Give a minimum of 1 business day notice for materials, which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Migratory Birds and Bats.

Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to TxDOT 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 ft. of the nest must stop. Contact the Engineer to determine how to proceed.

Law Enforcement Personnel.

Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site.
If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

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

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

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

ITEM 420 – CONCRETE SUBSTRUCTURES

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

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

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor Force Account “Safety Contingency” that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor’s Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

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

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

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

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

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

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

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

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

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

ITEM 618 - CONDUIT

Fit PVC and HDPE conduit terminations with bell ends.

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

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

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

ITEM 620 - ELECTRICAL CONDUCTORS

Provide 10-amp time delay fuses.

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

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

ITEM 624 – GROUND BOXES

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

ITEM 628 – ELECTRICAL SERVICES

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

ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES

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

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

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

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

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

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

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

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

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

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

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

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

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

ITEM 680 - HIGHWAY TRAFFIC SIGNALS

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

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

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

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

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

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

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

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

ITEM 682 – VEHICLE AND PEDESTRIAN SIGNAL HEADS

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

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

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

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

ITEM 684 – TRAFFIC SIGNAL CABLES

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

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 3 PCMS. Provide a replacement within 12 hours. PCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

Place PCMS 10 calendar days prior to begin work stating “Road Work Begin Soon, Contact 832- 7000 For Info”.

Place PCMS at time of LCN request. Place the PCMS at the expected end of queue caused by the closure. When the closure is active, revise the message to reflect the actual condition during the closure, such as “RIGHT LN CLOSED XXX FT”.

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

General Notes Sheet H

SECTION 13
TECHNICAL SPECIFICATIONS

HAYS COUNTY /
TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

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

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

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

ITEMS 1 - 9 GENERAL REQUIRMENTS AND COVENANTS

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

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

SPECIAL PROVISIONS:
WAGE RATES (See Section 8)

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

Special Provision to Item 000
Schedule of Liquidated Damages

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

Special Provision to Item 2
Instructions to Bidders

Item 2, Instructions to Bidders of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

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

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

Article 2.8 Electronic Bid is deleted and not replaced.

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

Article 2.9.2 Bid Bond is supplemented by: A bid bond in the amount of not less than five percent (5%) of the total bid price that the bidder is submitting, from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated above, within ten (10) days after notice of award of contract to the bidder. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.

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

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

FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

Article 2 is further supplemented by:

Article 2.14 Per Unit basis. This price must be good from the date of Bid opening through the completion of the Project. Bids which do not state a fixed price will not be considered.

Article 2.15 Sales Tax: Hays County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

Article 2.16 Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Vendors are responsible for

complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://www.wilcogov.org/interest_conflict/index.html. The Hays County Conflict of Interest Statement is located in Section 7 of this manual. This form must be completed, signed, and submitted with your bid.

Article 2.17 References: Hays County REQUIRES bidder to supply with this Bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

Article 2.18 Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Article 2.19 Bid Forms. Bid forms that are included in the Bid package shall be used. CHANGES to Bid forms made by bidders shall DISQUALIFY THE BID.

Special Provision to Item 3
Award and Execution of Contract

Item 3, Award and Execution of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 3.4.2 Bonds is supplemented by the following: Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Chapter 262.032 and Chapter 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds $100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than $50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and Contract Documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

Article 3.4.5 List of Quoting Suppliers and Subcontractors is supplemented by: The Inspector shall promptly notify the Contractor, in writing, if the County, after due investigation, has objection to any Subcontractor on such list and does not accept such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the County. The Contractor will not be required to contract with any Subcontractor or person or organization against whom the Contractor has a reasonable objection.

If the County refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the County requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Price shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the County, unless the substitution is acceptable to the County.

Item 3 is further supplemented by the following:

Article 3.11 Indemnification. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE INSPECTOR, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:

- IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,

- IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE INSPECTOR, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE INSPECTOR, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE INSPECTOR THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATIONS UNDER THE CONTRACT DOCUMENTS SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

Article 3.12 Ownership of Documents. All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

Article 3.13 Adequacy of Design. It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE. Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

Article 3.14 Inspection and Audit. Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

- Contractor compliance with the Contract Documents,
- compliance with County's business ethics policies,
- compliance by other contractors or subcontractors with contracts with County or Contractor, and
- compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this article.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

Article 4.3., "Insurance" is replaced by Section VI. "Insurance" under the Special Conditions of this contract.

Article 4.7., "Certificate of Interested Parties (Form 1295)", is added:

Contractors must comply with the Certificate of Interested Parties (Form 1295) adopted by the Texas Legislature as House Bill 1295, which added section 2252.908 of the Government Code, available for review at the Texas Ethics Commission website: https://www.ethics.state.tx.us/tec/1295-Info.htm

The Contractor, upon award and request by the Mobility Authority, is required to complete and submit Form 1295 if the Contractor has either of the following contracts with a governmental entity or state agency starting as of January 1, 2016:

1) Requires an action or vote by the governing body of the entity or agency before the contract may be signed; or

2) Has a value of at least $1 million.

Special Provision to Item 4
Scope of Work

Item 4, Scope of Work of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 4.7 Dispute and Claims Procedure is deleted and replaced, in its entirety, by the following.

The dispute resolution policy promotes a cooperative attitude between the Engineer and Contractor. Emphasis is placed on resolving issues while they are still current, at the area office or the district office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Inspector initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Inspector's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

In the event the issue cannot be resolved in the timeframe established by the County or renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Inspector its written objection to the decision within thirty (30) days of such decision by the Inspector, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than one year after expiration of the warranty period. For all other claims, file the claim no later than the date the County issues notice to the Contractor that they are in default, the date the County terminates the Contract, or one year after the date of final acceptance of the Contract. It is the Contractor’s responsibility to submit requests in a timely manner.

Special Provision to Item 5
Control of the Work

Item 5, Control of the Work of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 5.2 Plans and Working Drawings is supplemented by the following:

The Contractor shall submit to the Inspector, with such promptness as to cause no delay in its own work or in that of any other contractor, a minimum of six (6) stamped/reviewed copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. Note: A single copy of the reviewed drawings shall be retained by the reviewer, the County, the County's Representative and Inspector for their records. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record 's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record 's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

Article 5.4 Coordination of Plans, Specifications, and Special Provisions. The second paragraph of this article shall be replaced, in its entirety, by the following paragraph:

Numerical dimensions govern over scaled dimensions. In the event of any conflict between the terms set forth in the Contract, Standard Specifications, Special Provisions and Special Conditions, the following shall serve as a guide in determining which of said documents shall control over the other (listed in descending order of most controlling to least controlling): Special Conditions, Special Provisions, Standard Specifications/General Requirements and Covenants and the Contract. Job-specific plan sheets govern over standard plan sheets.

Article 5.10 Inspection is supplemented by the following:

5.10.1 County-Inspector Relationship. The Inspector will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Inspector as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Inspector. The Inspector will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Inspector.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the

Inspector being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Inspector, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

5.10.2. Professional Inspection by the Construction Inspector. The Inspector shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Inspector shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Inspector shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Inspector shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

Article 5.11 Final Cleanup. This article is supplemented by the following: In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Inspector may do so, or cause same to be done, at the Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

5.12.2.2. Final Inspection. Replace this section with the following:

5.8.12.2.a Punch List. The Contractor shall notify the Inspector in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Inspector, the Contractor shall furnish to the Inspector, in writing, a detailed list of unfinished work, also known as the Punch List. The Inspector, in cooperation with TxDOT, will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

5.12.2.2.b Final Completion and Acceptance. The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Inspector written notice that the Punch List has been completed, the Inspector shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contact Documents, the Inspector, with the concurrence of TxDOT, shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Inspector shall advise the Contractor, in writing, of the Inspector's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Inspector's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, Form FHWA-47 and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

Special Provision to Item 8
Prosecution and Progress

Item 8, Prosecution and Progress of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.2 Subcontracting is supplemented by the following. Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions. All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- preserve and protect the rights of the County, the Inspector, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
- require that such work be performed in accordance with the requirements of the Contract Documents;
- require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
- require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
- obligate each subcontractor specifically to consent to the provisions of this article.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Inspector before the Subcontractor shall be allowed to commence work.

Article 8.3.1.4 Standard Workweek is supplemented by:

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Inspector or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Inspector shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Inspector; provided, however, before the Inspector may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Inspector a written description of the cause of such delay.

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Inspector is caused by such stoppage of said work, shall be paid by the County to the Contractor.

Article 8.7 Default of Contract. The paragraph entitled "Contracts with Performance Bonds" is supplemented by the following:

In case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

- The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, the County will be entitled to retain the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or

- The County, under sealed bids, after twenty-one (21) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the County shall be entitled to retain the difference.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.12.2.2.b. herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Inspector as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

Article 8.8 Termination of Contract. The following section shall be added to Article 8.8:

8.8.3. Termination for Convenience. In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Contract for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Contract for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

Article 8 is supplemented by the following:

Article 8.9 Workers and Equipment. Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work. Provide adequate lighting to address quality requirements and inspection of nighttime work. At the written request of the Engineer, immediately remove from the work locations any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer. The Engineer may suspend the work without suspending working day charges until the Contractor complies with these requests. No illegal alien may be employed by any Contractor for work on this Project, and a penalty of $500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

Special Provision to Item 8
Prosecution and Progress

Item 8, Prosecution and Progress of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

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

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

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

Special Provision to Item 9
Measurement and Payment

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

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

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

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

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

Payment inquiries should be directed to the GEC.

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

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

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

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

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

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

Special Specification 6001
Portable Changeable Message Sign

1. Description

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. Materials

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller**. Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign**. Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix**. This screen type comprises of character blocks.
- **Continuous Line Matrix**. This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix**. This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer**. Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source**. Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone**. When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. Construction

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. Measurement

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. Payment

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

Special Specification 6056

Preformed In-Lane (Transverse)/Centerline Rumble Strips

1. DESCRIPTION

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

2. MATERIALS

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

3. CONSTRUCTION

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

4. MEASUREMENT

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

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preformed In-Lane (Transverse) Rumble Strips" or "Preformed Centerline Rumble Strips." This price shall be full compensation for all labor, equipment, tools and incidentals necessary to complete the work.

Special Specification 6292

Radar Vehicle Detection System for Signalized Intersection Control

1. DESCRIPTION

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

2. MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Construction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Complete and accurate schematic diagrams,
- Complete installation procedures,
- Manufacturer’s specifications (functional, electrical, mechanical, and environmental),
- Complete maintenance and trouble-shooting procedures, and
- Explanation of product operation.
- Warranty as specified in Section 3.8.

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

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

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

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

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

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

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

4. TESTING

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

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

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

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

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

4.5. **Relocation**

4.5.1. **Pre-Test.** Provide 5 copies of the test procedures to include tests of the basic functionality of the unit and blank data forms to the Engineer for review and comment as part of material documentation requirements. Functionality tests may include, but are not limited to, physical inspection of the unit and cable assemblies. Include the sequence of the tests in the procedures along with acceptance thresholds. The Engineer will comment, approve, or reject test procedures within 30 days after Contractor submittal of test procedures.

Rejected test procedures must be resubmitted within 10 days. Review time is calendar days. Conduct all tests in accordance with the approved test procedures.

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

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

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

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

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

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

5. Measurement

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

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

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

6. Payment

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

This price is full compensation for furnishing, installing, configuring, integrating, and testing the completed installation including RVDS equipment, voltage converters or injectors, cables, connectors, associated equipment, and mounting hardware; and for all labor, tools, equipment, any required equipment modifications for electrical service, documentation, testing, training, software, warranty and incidentals necessary to complete the work.

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

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

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

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

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

APPENDIX A
QUALITY ASSURANCE PROGRAM
FOR CONSTRUCTION PROJECTS

Quality Assurance Program for Design-Bid-Build Projects

May 2018

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SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B. It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Construction Division’s Materials and Pavements Section (CST/M&P) Administration at 512/506-5808.

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

Materials incorporated into any highway construction project are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's *Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects* (DBB Guide Schedule) or specifications specific to each project.

2.3 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.4 Dispute Resolution

When QC test results are used in the acceptance decision, the CST/M&P central laboratory or an accredited independent laboratory approved by CST/M&P will perform the referee testing. The referee laboratory decision will be final.

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 3 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1: Frequencies and Activities Required Under IA System Approach

Time	Activity
Prior to performing acceptance sampling and testing	Qualification required under Section 6 and Section 7 of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle)	Qualification is again required under Section 6 and Section 7 of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle)	Qualification is again required under Section 6 and Section 7 of this QAP

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

CST/M&P will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with Section 7 – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with Section 7.3 – Laboratory Qualification Responsibility.

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

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
B. Calibration/verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and/or QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in Section 7.5 – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

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

CST/M&P may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify CST/M&P in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

3.5 Comparing Test Results

Comparison of the split sample test results can be used in the event equipment and procedures issues are suspected. Appendix B gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

CST/M&P will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See Appendix C for the annual report form.

This report identifies:

A. Number of sampling and testing personnel evaluated by the systems approach IA testing;

B. Number of IA evaluations found to meet tolerances in Appendix B;

C. Number of IA evaluations found to not meet tolerances in Appendix B; and

D. Summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to CST/M&P.

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

Either letter must be submitted at final acceptance of the project.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

A. Verification sampling and testing;

B. QC sampling and testing;

C. IA testing; or

D. Referee testing.

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2, for acceptance, must be qualified in each test procedure they perform.

NOTE: Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Construction Division, Materials and Pavements (CST/M&P) Section Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

A. CST/M&P personnel;

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

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

D. Department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

NOTE: Each district laboratory will maintain a minimum of one individual qualified by CST/M&P or its designated agent, for each test procedure performed within the district. In order to perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by CST/M&P.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

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

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

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

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's convenience.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. An individual

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

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reason(s) for requesting a verbal examination must be presented and documented prior to the individual being allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer/supervisor stating that the technician has received additional training. CST/M&P or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split/proficiency samples administered by the qualifying authority to validate the qualification. CST/M&P determines the qualifying authority for the split/proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split/proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing may result in certification revocation.

6.7 Provisional Certifications

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

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

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

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

6.8 Documentation

CST/M&P and the district materials engineer/laboratory supervisor are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. TxDOT's SiteManager will be the official system of record for qualified/certified TxDOT and commercial laboratory personnel. Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and

may be printed/signed at the district's discretion. Documentation to be maintained in SiteManager, as an attachment, for all qualified personnel includes:

A. Copies of certificates issued by ACI and TXAPA; or
B. Copies of certificates issued by CST/M&P or TxDOT district laboratory, if issued; and
C. Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
D. Original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date;

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by CST/M&P or TXAPA will be stored in their respective central repositories. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to CST/M&P. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

Table 2 – Levels of Misconduct

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

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

Any technician found guilty of breach of trust will have his/her certification permanently revoked. Any technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratories to be Qualified

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

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

7.3 Laboratory Qualification Responsibility

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

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

7.4 Qualification Process

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

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

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

E. Verify that the laboratory has qualified/certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's MPL, and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE: Project/field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation is an ongoing process. Calibration/verification is required whenever laboratory or equipment is moved. Random audits of laboratory calibration records may be performed at the sole discretion of the qualifying authority.

7.5 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.6 Non-Compliance

A laboratory that does not meet all of the above requirements is subject to disqualification. Any equipment in a qualified laboratory failing to meet specified equipment requirements for

a specific test method will not be used for that test method. CST/M&P or the TxDOT district laboratory responsible for the certification/audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.7 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to CST/M&P.

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

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

7.8 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, CST/M&P will be the final authority.

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AQMP	Aggregate Quality Monitoring Program
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CST/M&P	Construction Division, Materials and Pavements Section
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling,

testing, and/or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling and/or retesting without awareness and consent of appropriate supervisors involved in the project; and/or manipulating compensation and/or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
http://www.txdot.gov/business/resources/producer-list.html

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories and/or personnel. The test results are compared to assure that the laboratories and/or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the Contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the Contract Documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

Appendix B
Split Sample Tolerance Limits

Laboratory Testing Procedures and Tolerance Limits

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

Test Procedure	Description	Tolerance
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean[1] (4 × 8" specimen)
		14% of mean[1] (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

IA Annual Report

{Date}

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

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

Dear Mr. Smith:

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

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

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

Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

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

Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to CST in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

☐ Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
☐ There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

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

Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018: ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/qap_dbb_0116.pdf

APPENDIX B
GUIDE SCHEDULE OF SAMPLING AND TESTING

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN-BID-BUILD (DBB) PROJECTS

MAY 2016

Using the Guide Schedule

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

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing at the start of production is to insure that the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

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

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mixed asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous: Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index **(A)**	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Resistivity **(A)**	Tex-129-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.
	pH **(A)**	Tex-128-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	In-place Density **(A)**	Tex-115-E	As designated by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. **(F)** Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	
	Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.
	Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY	As required by the plans. Sample in accordance with Tex-400-A.
	Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
UNTREATED BASE COURSES		In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents compliance.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As designated by the Engineer	1 per 500 linear feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As designated by the Engineer	1 per 500 linear feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.
		Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	As required by the plans. Sample in accordance with Tex-400-A.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES	NEW BASE MATERIAL	Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-400-A.Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. **(C)**
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location designated by the Engineer		Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from CST/M&P approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. **(C)**
	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Soil-Cement Testing Soil-Lime Testing	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment **(E)**	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed prior to the project, this test may be waived. Sample in accordance with Tex-100-E.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES	COMPLETE MIXTURE	Soil-Cement Testing Soil-Lime Testing	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway windrow after treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the discretion of Engineer. Sample in accordance with Tex-100-E.
		In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness **(A)**	Tex-140-E	As designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS		Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
		Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
		Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

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

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation **(A)**	Tex-200-F, Part I	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	
	Wet Ball Mill or L. A. Abrasion **(A)**	Tex-116-E or Tex-410-A	During stockpiling operations, from completed stockpile, or prior to mixing	Each 20,000 CY	When L. A. Abrasion is specified, tests are not required when the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. Sample in accordance with Tex-400-A. **(B)**
	Coarse Aggregate Angularity **(A)**	Tex-460-A, Part I	During stockpiling operations, from completed stockpile, or prior to mixing	1 per project, per source	Not required for crushed stone sources. Sample in accordance with Tex-400-A.
	Sand Equivalent	Tex-203-F	Hot aggregate bins, feeder belt, or stockpile	1 per project, per source	When designated by the Engineer, test may be run on combined aggregates when multiple sources are used. Sample in accordance with Tex-400-A.
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime **(D)** Carbide Lime Slurry: each 100 tons of lime **(D)** Quick Lime: 1 per project	On projects requiring less than 50 tons, material from CST/M&P approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-217-F, Part II	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.

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

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

TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation **(A)**	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	One each 1,000 CY	Rate may be reduced to one each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion **(A)**	Tex-410-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. **(B)**
	Magnesium Soundness **(A)**	Tex-411-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. **(B)**
	Surface Aggregate Classification **(A)**	Tex-612-J, Tex-411-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. **(B)**
	Pressure Slake **(A)**	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw **(A)**	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr Water Absorption **(A)**	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material **(A)**	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation **(A)**	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to CST/M&P for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CST/M&P provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CST/M&P provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT	Compliance with Item 300		Sampled, tested, and preapproved by CST/M&P. Take project samples when designated by the Engineer from the distributor or transport.	1 per project, per grade, per source	Sample in accordance with Tex-500-C. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

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

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation **(B)**	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials **(B)**	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion **(A) (B)**	Tex-410-A		Two, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
		5-cycle Magnesium Sulfate Soundness **(A) (B)**	Tex-411-A		Two, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. **(C)**
	FINE AGGREGATE	Sand Equivalent **(B)**	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Organic Impurities **(B)**	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus **(B)**	Tex-402-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used. Test to confirm material variability when strength values are in question.
		Deleterious Material **(B)**	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test to confirm material variability when strength values are in question.
		Acid Insoluble Residue **(A) (B)**	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
SILICA FUME		Compliance with DMS-4630 **(A)**		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
METAKAOLIN	Compliance with DMS-4635 **(A)**		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	
MIX DESIGN	Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to CST/M&P for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL	Compliance with DMS-6300				Sample in accordance with Tex-500-C. Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test prior to use in accordance with DMS-6310. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by CST/M&P. See remarks.	When requested by CST	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from CST/M&P approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. **(C)**
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by CST/M&P	3 couplers per lot (500 couplers) for each type, model, bar size and grade	Only materials from CST/M&P approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures		Sampled at jobsite.	Min. of 1 test per project	Sample in accordance with Tex-321-E.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by CST/M&P.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Test two cylinders at 7 days, and if the average value is below the design strength as defined in Item 421 Table 8, test the remaining 2 cylinders at 28 days. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength listed in Item 421 Table 8, the 2 remaining cylinders are not required to be tested.
CONCRETE	Slump	Tex-415-A		1 test per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified in the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			
	Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span

TABLE III – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved.	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to CST/M&P for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-320-D.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 test per project, per class (for each type and brand)	

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

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A)**	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion **(A)**	Tex-410-A		Two, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
		5-Cycle Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. No less than one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A)**	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus **(B)**	Tex-402-A			
		Deleterious Material **(B)**	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to CST/M&P for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 per project per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 per project per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by CST/M&P; tested by CST/M&P. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by CST/M&P. See remarks.	When requested by CST	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from CST/M&P approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by CST/M&P; tested by CST/M&P. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from CST/M&P approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-734-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by CST/M&P. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE	Strength (A) (B)	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified in the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Thickness	Tex-423-A	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality Surface Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. **(C)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Surface Aggregate Classification **(A)**	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A)**		Sampled, tested and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials as necessary for control.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347 and 348)

(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		PROJECT INDEPENDENT ASSURANCE TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design)	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content (%) **(A)**	Tex-236-F	Engineer Truck Sample **(D)**	Minimum 1 per Lot			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced **(D)**	1 per Sublot	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Sample in accordance with Tex-222-F. Does not apply to Item 342, "Permeable Friction Course." Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Gradation **(A)**	Tex-236-F	Engineer Truck Sample **(D)**	Minimum 1 per 12 Sublots **(E)**			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C	Truck Sample	1 per project			Sample in accordance with Tex-222-F. Unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F					Sample in accordance with Tex-222-F. Unless waived by the Engineer. Does not apply to Items 342, 346, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample				Sample in accordance with Tex-222-F.
	Lab Molded Density **(A)**	Tex-207-F	Truck Sample **(D)**	1 per Sublot 1 per Lot for Item 347	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test **(A)**	Tex-235-F	Engineer Truck Sample	1 per project 1 per Lot for Item 342			Sample in accordance with Tex-222-F. Not required for Item 341 and Item 344.
	Hamburg Wheel Test **(A)**	Tex-242-F	Engineer Truck Sample	1 per project			Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348.
	Overlay Test	Tex-248-F	Engineer Truck Sample	1 per project			Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347, and 348)

(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design)**	**REMARKS**
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	Roadway **(D)**	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
ROADWAY	Segregation Profile **(A)**	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density **(A)**	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B **(A)**	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Only applies to Items 342, 347, and 348.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CST/M&P		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test prior to use in accordance with DMS-6220.

TABLE VI – FOOTNOTES

A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. **(D)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification **(A)**	Tex-499-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A) (C)**		Sampled, tested and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample from production. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%) **(A)**	Tex-236-F	Engineer Truck Sample **(E)**	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced **(E)**	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation **(A)**	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.

TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COMPLETE MIXTURE	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by CST/M&P at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE VII – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY**	**REMARKS**
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. **(C)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile **(B)**	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification **(A)**	Tex-499-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. **(C)**
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A)**		Sampled, tested and pre-approved by CST/M&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample **(D)**	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced **(D)**	1 per day	Sample in accordance with Tex-222-F.
	Gradation **(A)**	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. Unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F. Unless waived by the Engineer.

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Lab Molded Density **(A)**	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker **(A)**	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids **(A)**	Tex-207-F	Selected by the Engineer **(D)**	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B **(A)**	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CST/M&P		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not sample and submit to CST/M&P for testing prior to use in accordance with DMS-6220.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

TABLE IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OF SAMPLING**	**FREQUENCY (Per Design)**	**REMARKS**
AGGREGATE	5-Cycle Magnesium Sulfate Soundness **(A)**	Tex-411-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing at 1 per project, per source. **(C)**
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to CST/M&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. **(C)**
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC **(B)**	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CST/M&P for testing at 1 per project, per source. **(C)**
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile **(B)**	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A)**		Sampled, tested, and pre-approved by CST/M&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample during production. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at microsurfacing machine in accordance with Tex-500-C, Part III. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to CST/M&P for testing prior to use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

APPENDIX C
AASHTO ACCREDITED LABORATORIES

AASHTO Accredited CMT Laboratories in Texas

* Directory of accredited laboratories and scope of testing is maintained on the AASHTO Materials Reference Laboratory website at: http://www.amrl.net. Laboratory must be accredited for each specific test performed.

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 select Binkley & Barfield Engineering to perform detailed design engineering services for improvements to Windy Hill Road from Kyle City limits to FM 2001; and authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 14, 2020	TBD

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry H. Borcherding	JONES	N/A

SUMMARY

This action will provide for development of final construction plans. Design costs are currently budgeted through the Transportation Department.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the subdivision/performance bond #PB03010404555 in the amount of $2,487,195.15, and acceptance of the 2-year Maintenance Bond #PB03016800230M in the amount of $121,243.00 for Campo Del Sol Parkway.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 14, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	JONES	N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements.

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800230M

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County Texas as Obligee, in the penal sum of One Hundred Twenty One Thousand Two Hundred Forty Three and 00/100 ($121,243.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Hays County Texas for Turnersville Rd and Campo Del Sol Streets and Drainage, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 12th day of Decmber, 2019.

DNT Construction, LLC
Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: _____
Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Pollyanna Lengel, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of December, 20 19.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to adopt the Early Voting Schedule (Dates & Times) for the March 3, 2020 Primary Elections.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 14, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jennifer Anderson	BECERRA	N/A

SUMMARY

Pursuant to Chapter 85 of the Texas Election Code, the Commissioners Court shall adopt Early Voting schedule for the March3, 2020.

Hays County Early Voting Locations

2020 Primary Election
February 17 – February 28, 2020

Monday, 2/17/20 – Friday, 2/21/20/19:	8 AM – 5 PM
Saturday, 2/22/20:	7 AM – 7 PM
Sunday, 2/23/20	1 PM- 6 PM
Monday, 2/24/20 – Friday, 2/28/20:	7 AM – 7 PM

Jennifer Anderson, Elections Administrator
(512) 393-7310

San Marcos	
Hays County Government Center (Main Branch Early Voting Location)	712 South Stagecoach Trail, San Marcos
Hays County Health Department/ Live Oak Health	401 Broadway Street #A, San Marcos
Sinai Pentecostal Church	208 Laredo Street, San Marcos
Texas State University – LBJ Student Center	301 Student Center Drive, San Marcos
Kyle	
ACC Campus Hays	1200 Kohlers Crossing, Kyle
Chapa Middle School	3311 Dacy Lane, Kyle
Hays CISD Admin Office	21003 Interstate 35, Kyle
Kyle City Hall	100 West Center Street, Kyle
Buda	
Buda City Hall	405 East Loop Street, Buda
McCormick Middle School	5700 Dacy Lane, Buda
Wimberley	
Wimberley Community Center	14068 Ranch Road 12, Wimberley
Wimberley ISD Admin Building	951 FM 2325, Wimberley
Dripping Springs and Driftwood	
Hays County Precinct 4 Office	195 Roger Hanks Pkwy, Dripping Springs
Austin	
Ledgestone Senior Living	13152 Four Star Boulevard, Austin

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 Information Technology (IT) Department to have their temporary office space reconfigured in the amount of $4,500 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 14, 2020	$4,500

LINE ITEM NUMBER

001-695-00.5741_400

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

The IT Department would like to have their temporary space reconfigured to better suit their needs. They would like a doorway installed that would connect their temporary office to the entrance space of their permanent office. Our Building Maintenance Department has agreed to do the work and fund the project. Funding for this has been identified in the Building Maintenance budget.

Budget Amendment:

Decrease	($4,500)	.5451	Building Maintenance and Repair
Increase	$4,500	.5741_400	Misc Capital Improvements_Operating

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 Hays County Constable, Pct. 4 to purchase two (2) rifle mounts valued at $1,900 for the Constable's Motors Unit.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 14, 2020	$1,900

LINE ITEM NUMBER

001-638-00.5713_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood, Constable Pct. 4	SMITH	N/A

SUMMARY

Commissioners Court authorized the Hays Co. Constable, Pct. 4 office to purchase two (2) Harley Davidson motorcycle from Longhorn Harley Davidson. In the Constable's original budget request for equipment to outfit the motorcycles the request for the rifle mounts were not included.

Funds are currently available within the Constables operating budget to make this purchase. However, due to the increased cost of the motorcycles and this additional equipment needed; funds set aside to equip the leased vehicle to purchase in April are being used. The Constable will require additional funds to fully equip the lease vehicle and will determine the amount needed and funding source at the time the vehicle will be ordered.

Attachment: Longhorn Harley Invoice #121619-1
Buy Board Contract #601-19

LONGHORN
HARLEY-DAVIDSON

Ron Hood, Constable

Hays County, Precinct 4

195 Roger Hanks Parkway

Dripping Springs, TX 78620

Invoice #121619-1

12/16/2019

Motor Bag Mounted Rifle Rack with Electronic Lock

BUYBOARD STATE CONTRACT #601-19

$535.00 Rifle Mount to secure **M4 10.5" SBR with Law Tactical Folder Stock** in Saddle Bag from Southern Composites LLC for Harley-Davidson Police Motor

$59.00 Timer Unit

$309.00 Install Labor

$25.00 Shop Supplies

$22.00 Shipping

$950.00 Installed Total Per Unit

Release switch installed hidden under rear top box.

$1,900.00 Total for Two (2) Units Payment Processed Though BuyBoard

MAVERICK
HARLEY-DAVIDSON

LONGHORN
HARLEY-DAVIDSON

David Magers Police & Fleet Account Manager Longhorn Harley-Davidson

Harley-Davidson Police Advisory Board Member 972-935-6904 motorofficer@longhornhd.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 the County Judge to execute a Statement of Work and Participating Addendum with Securus Technologies, Inc. utilizing the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement related to Inmate Kiosks and Communications at the Jail Facility.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 14, 2020	N/A

LINE ITEM NUMBER

001-618-03.4612

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff is requesting authorization to contract with Securus Technologies for the Inmate Kiosks and Communication Services. Securus is currently providing this service and will be able to expand on the current system in order to accommodate the new jail facility expansion.

As required, Hays County has received authorization from the Director of the Texas Statewide Procurement Division to utilize the NASPO ValuePoint Master Agreement with Securus Technologies by way of a Participating Addendum. NASPO ValuePoint provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states and the purchasing power of their public entities, NASPO ValuePoint delivers the highest valued, reliable and competitively sourced contracts offering public entities outstanding prices.

Attachments: NASPO ValuePoint Participating Addendum
Master Agreement #99SWC-S26
Securus Technologies, Inc. Statement of Work

NASPO ValuePoint

NASPO ValuePoint Master Agreement Terms and Conditions

State of Nevada Department of Administration,
Purchasing Division (Lead State)
515 E. Musser St, Rm 300
Carson City, NV 89701
Contact: Ronda Miller, Purchasing Officer II
Phone: (775) 684-0182 Fax: (775) 684-0188
Email: rlmiller@admin.nv.gov

and

Securus Technologies, Inc.
4000 International Parkway
Carrolltron, TX 75007
Contact: Robert E. Pickens, CEO & President
Phone: 972-277-0300 Fax:972-277-0514
Email: bpickens@securustechnologies.com

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement;
(4) The Scope of Work;
(5) The Solicitation RFP 99SWC-S26 Inmate Kiosks & Communications (Attachment AA); and
(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State (Attachment BB).

Awarded Categories:

Category 2.1: Inmate Kiosks (including MP3 players and accessories, not including tablets covered under Category 3.1)

Category 4.1: Phone System

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a

Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for two (2) years (August 1, 2018 through July 31, 2020). Agreement may be extended beyond the original contract period for three (3) additional renewal periods of one (1) year each at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

c. Consideration: The parties agree that Contractor will provide the services specified in the Scope of Work and Incorporated Documents at a cost not to exceed $500,000,000.00.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the

ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale**. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in ***Attachment I.***

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security**

numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement.

This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the renewal effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any

adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Standard of Performance and Acceptance

The Standard of Performance applies to all product(s) purchased under this Master Agreement, including any additional, replacement, or substitute product(s), as well as any product(s) which are modified by or with the written approval of the vendor and acceptance by the Purchasing

Entity.

The Acceptance Testing period shall be seven (7) calendar days, or any other time period identified in the solicitation or the Participating Addendum, beginning with the day after the product is installed certification is received that the product is ready for Acceptance Testing.

If the product does not meet the Standard of Performance during the initial period of Acceptance Testing, the Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met.

Upon rejection, the vendor will have three (3) calendar days to cure any Standard of Performance issue(s).

If, after the cure period, the product still has not met the Standard of Performance, the Purchasing Entity may, at its option:

- Declare the vendor to be in breach and terminate the order;
- Demand a replacement product from the vendor at no additional cost to Participating Entity; or
- Continue the cure period for an additional time period agreed upon by the Participating Entity and the vendor.

Vendor shall pay all costs related to the preparation and shipping of returned products.

No product shall be accepted and no charges shall be paid until the Standard of Performance is met.

The warranty period will begin upon the Purchasing Entity's approval.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions as specified in ***Attachment B, Scope of Work.***

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with

the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000

- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Technology E&O/Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

5. Network Security (Cyber) and Privacy Liability:

Per Occurrence $1,000,000

Annual Aggregate $2,000,000

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

a. The retroactive coverage date shall be no later than the effective date of this contract.
b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

6. **Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)**

Bond or Policy Limit $500,000

a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
d. The bond or policy shall not contain a condition requiring an arrest and conviction.
e. Policies shall be endorsed to provide coverage for computer crime/fraud.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Nevada State Purchasing Division Attn: Ronda Miller, 515 E. Musser Street Ste 300, Carson City NV 89701**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed

or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Nevada State Purchasing Division Attn: Ronda Miller, 515 E. Musser Street Ste 300, Carson City NV 89701**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

22. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain

injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the

Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement

or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor Approval:

[signature]	6-28-18	CEO: President
Independent Contractor's Signature	Date	Independent Contractor's Title

Approved by Legal Initial & Date 6/29/18

State of Nevada (Lead State) Approval:

[signature]	7-16-2018	CPO, NV state Purchasing Administrator
Jeffrey Haag	Date	

Approved as to form by:

[signature]	13 July 18	Deputy Attorney General for Attorney General
	Date	

NASPO ValuePoint
PARTICIPATING ADDENDUM

INMATE KIOSKS AND COMMUNICATIONS
Led by the State of Nevada

Master Agreement #: 99SWC-S26

Contractor: SECURUS TECHNOLOGIES, INC

Participating Entity: HAYS COUNTY, TEXAS

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Inmate Kiosks and Communications contract led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by Hays County, Texas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
Address:	4000 International Parkway, Carrollton, Texas 75007
Telephone:	972-277-0300
Fax:	972-277-0514
Email:	bpickens@securustechnologies.com

Participating Entity

Name:	Hays County, Texas
Address:	
Telephone:	
Fax:	
Email:	

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

[HAYS TO INSERT ADDITIONAL TERMS IF NEEDED]

5. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Hays County, Texas	Contractor: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.)
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

Statement of Work
Hays County, Texas Participating Addendum
NASPO Master Agreement #99SWC-S26
HAYS COUNTY (TX)

This Statement of Work ("SOW") is by and between Hays County, Texas ("you" or "Customer") and Securus Technologies, LLC (f/k/a Securus Technologies, Inc.), ("we," "us," or "Provider") and is made pursuant to the Participating Addendum entered into by Customer and Provider executed on _____ ____, 2020 (the "Participating Addendum"). This SOW is effective as of the last date signed by either party (the "Effective Date").

1. Term. The "Initial Term" will begin as of the Effective Date and will end on July 31, 2023. Notwithstanding anything to the contrary, the terms and conditions of this SOW will continue to apply for so long as Provider continues to provide the services after the expiration or earlier termination of this SOW.

2. Products and Services. Pursuant to the Participating Addendum, Provider will provide the products and services described herein during the term of the SOW (collectively, the "Applications"). All Applications in this SOW are included and described in greater detail in NASPO Master Agreement #99SWC-S26 ("NASPO Master Agreement"). Any products or services described in the documents referenced in the NASPO Master Agreement or Participating Addendum which are not specifically included in this SOW are not included. Notwithstanding anything to the contrary in this SOW, any rate and commission terms which differ from the parties' current contract terms will not be implemented until full deployment of all Applications provided in this SOW, including full deployment of such Applications at Customer's new jail expansion. Commissions associated with eMessaging will commence upon deployment of eMessaging.

3. Grant of License from Customer to Provider. During the term of the SOW, you grant us the exclusive right and license to install, maintain, and derive revenue from the products and services at all correctional facilities under your authority now and in the future during the term of this SOW. Subject to the remaining terms and conditions of this SOW, during the term of the SOW, Provider will be the sole and exclusive provider inmate-related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (*e.g.*, phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (*e.g.*, automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such inmate communications and software, including without limitation, Customer's employees, agents, or subcontractors.

4. Ownership of Applications and Grant of License to Customer. Other than as specifically set forth herein, Provider does not grant or otherwise convey any license or other ownership right in or to its Applications or any technology or intellectual property rights associated with its Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the SOW (the "Customer License").

5. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties not affiliated with Hays County; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Applications; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Applications or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Applications; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.

6. Ownership and Use of Certain Data Associated With the Applications. Customer will own recorded inmate communications associated with the Applications (the "Customer Data"). During this SOW and for a reasonable period of time thereafter, we will provide you with access to the Customer Data. Customer grants Securus a perpetual, worldwide, non-exclusive, non-transferable right to use the Customer Data (the "Securus License").

7. Third-Party Software. You are the license holder of any third-party software products we obtain on your behalf in connection with the Applications. You authorize us to provide the third-party software and agree that we may agree to the third-party End User License Agreements ("EULAs") on your behalf. Your rights to use any such third-party software product will be limited by the terms of the applicable EULA. The deployment of certain features and functionalities within Provider's Applications which utilize third-party content or services may require a direct agreement between you and the third party as a condition which must be fulfilled prior to deployment.

8. Private Communications. You may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the Applications. You acknowledge and agree that you have the sole discretion, authority, and responsibility to designate certain communications as Private, and that we have no discretion, authority, or responsibility to make such designations, unless done so at your instruction.

INMATE PHONES

I. Inmate Phones – Total Rates

Provider will provide Inmate Telephone Services and Provider's Secure Call Platform for all Customer facilities at no cost to Customer. Provider will charge the calling rates in the following chart:

Intrastate Calls*	Interstate Calls*	All Call Types International*
$0.321 per minute	$0.21 per minute	$0.26 per minute

*Plus applicable taxes, fees, and the following features described in Footnote 1 of the Inmate Phones tab of Provider's cost proposal: Account Activator, Prepaid Collect Funding, Postpaid Collect – Direct Bill, AdvanceConnect Single Call, and Inmate Debit. In the event inmate debit functionality is deployed, Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. These call rates are built using the selected options in this SOW plus the NASPO base rate provided for by the Participating Addendum based on annual minutes of system usage. These call rates may be subject to an annual adjustment in the event Customer's annual minutes of system usage results in a change in the base rate provided for via the NASPO documents incorporated into the Participating Addendum.

Provider will provide the equipment needed to support the required number and type of phones and other components in connection with SCP. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

Provider will store call recordings for a period of 90 days from the date of recording. Customer may download and store call recordings during that period. Customer is solely responsible for preserving any call recordings beyond that storage period by downloading them to a separate storage medium.

II. Inmate Phones – Standard Investigative Tools

Provider will provide the Investigative Tools selected by Customer in the table below:

Investigative Tool	Description
Voice Biometrics (Investigator Pro)	Call Voice Biometrics is a feature that will identify all inmates on a phone call using voice biometric technology.
THREADS with SCP	Analytical software integrated into SCP - with automatic upload and analysis of calling records, trust account funding data along with easy import of retrieved contraband cell phone data - plus much more.
ICER	Identifies inmate-to-inmate communications wherever and whenever they happen. Automatic detection and reporting of conversations between inmates within a facility or between facilities when inmates are calling same or different numbers.

Cell Phone Call Indication	Cell Phone Call Indication is a feature of SCP that identifies - in the call detail record - a call made to a cell phone by providing the user a wireless icon indicating call to cell phone.

The cost of the selected investigative tools was considered and included in setting the rates and other compensation provided for under this SOW.

III. Inmate Phones – Corrections Solutions

Provider will provide the Corrections Solutions selected by Customer in the table below:

Corrections Solution	Description
Automated Information Services (AIS)[1]	Automated Interactive Voice Response (IVR) system for auto answer of routine questions, with optional voicemail and trust and/or account funding.
Video Relay Service (VRS)	Deployment of kiosk application that is integrated with SCP, allowing for the same call controls (PIN's/PAN's and other security features) as an inmate phone call and integrated with the SCP's recording and monitoring system.

The cost of the selected corrections solutions was considered and included in setting the rates and other compensation provided for under this SOW.

KIOSKS

I. Kiosk Hardware

Provider will continue to provide the currently deployed video visitation terminals and applications. Provider will also provide the additional kiosk hardware in the table below:

Type of Unit	Number
Turnkey Kiosk (Video Visitation Terminals)	28 Single Handset (Inmate)

II. Kiosk Applications

Provider will provide the kiosk applications in the table below:

Application	Cost to End User
Email / Secure Messaging (including attachments)	$0.25
Video Visitation	$5.95 per 20-minute session[2]
Video Gram	$0.75
Snap and Send	$0.25
Greeting Cards	$0.25
Free Request to Send Money	None
Free messaging for friend and family when funding an account	None
Inmate Forms (Grievance)	None

1 Standard fees will apply for optional funding and voicemail.

2 Provider will store video visitation sessions for a period of 30 days.

Inmate Handbook (.PDF)	None
Law Library Access	Free to direct user, but cost was taken into account in calculating the call rates in this SOW.

The cost of the kiosks and associated kiosk applications was considered and included in setting the rates and other compensation provided for under this SOW.

COMPENSATION

Inmate Telephone Service Commission. Provider will pay commission (the "Commission") based on the Gross Revenues earned through the completion of calls, excluding interstate calls, placed from the Facilities identified below. "Gross Revenues" means all gross billed revenues relating to completed collect and inmate Debit calls from your Facility(s), less service costs. Regulatory charges; taxes and fees; federal, state, and/or local charges; transaction, funding, or cost-recovery fees; credits; charges billed by third parties; and promotional programs are excluded from revenue to the Provider. For inmate Debit calls, Provider reserves the right to deduct call credits from Gross Revenue. Provider will invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

Provider will remit the Commission for a calendar month on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). Your payment address is as set forth in the chart below, and Customer will notify Provider in writing at least 60 days before a Payment Date of any change in Customer's payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commission Percentage	Commission Payment Address
Hays County Law Enforcement Center 1307 Uhland Rd San Marcos, TX 78666	50%	Hays County Government Center Attn: Auditor's Office 712 S. Stagecoach Trail, Suite 1071 San Marcos, Texas 78666

Customer acknowledges and agrees that we are paying the Commission for the exclusive right to provide inmate telephone services to inmates in Customer's Facility(s), and that any taxes assessed on Commission payments are the sole responsibility of Customer.

Video Visitation Service Commission. Provider will pay Customer 20% of the charges (excluding applicable taxes/fees/surcharges) collected for paid Video Visitation sessions placed to Customer's Facility. Provider reserves the right to deduct Video Visitation session credits from revenue calculations. Provider will pay SVV payments for a calendar month to Customer on or before the 30th day of the following calendar month in which the sessions occurred (the "Payment Date"). SVV Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays.

eMessaging Service Commission. Provider will pay Customer a commission of 20% on each redeemed stamp based on the stamp book price (excluding any applicable taxes/fees/surcharges). A stamp is considered "redeemed" when it is used to send messages. Provider will remit the payment for a calendar month to Customer on or before the 30th day after end of the calendar month in which the eMessaging stamps were redeemed (the "Payment Date"). All payments will be final and binding unless Provider receives written objection within 60 days after the Payment Date.

Customer Options for Alternative Compensation Structures**.** Notwithstanding anything to the contrary in this SOW, at Customer's option, Customer may request that compensation and rates under the SOW be amended to either a no commission or taxpayer-funded and no commission option at any time during the Term. If requested by Customer, the parties will negotiate in good faith regarding an appropriate reduction to the applicable call rates if Customer agrees to no longer receive any commission or other type of financial compensation under the SOW. For such compensation structures, Provider can also accommodate a Customer request to transition from inmate and friend and family funding of inmate telephone services to a model where those services are taxpayer-funded / paid for by Customer.

EXECUTED as of the Effective Date.

CUSTOMER:	PROVIDER:
Hays County, Texas	Securus Technologies, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Master Services Agreement between Hays County and Securus Technologies, LLC, related to tablet services and application in the jail facility, and to authorize an exemption under Section 262.024(a)(7) of the Texas Local Government Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 14, 2020	N/A

LINE ITEM NUMBER

001-618-03.4612

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff is requesting authorization to contract with Securus Technologies for the Inmate Tablets and Applications. Securus is currently providing this service and will be able to expand on the current system in order to accommodate the new jail facility expansion. Since the Tablets were not included in the NASPO Agreement with Securus, but since the Tablets are tied to the Securus platform, an exemption under Tex.Local.Gov.Code 262.024(a)(7) is appropriate.

Master Services Agreement: Tablets
HAYS COUNTY (TX)

This Master Services Agreement (this "Agreement") is by and between Hays County, Texas ("you" or "Customer") and Securus Technologies, LLC, ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties with respect to inmate tablets and will be effective as of the later of the last date signed by either party (the "Effective Date").

Whereas, the Customer desires and Provider agrees that Provider will install and maintain its make-mine inmate tablet program according to the terms and conditions set forth herein and in the attached Schedule(s), which are incorporated by reference;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Tablets. This Agreement specifies the general terms and conditions under which we will provide certain inmate tablet services and applications (the "Tablets(s)") to you. Additional terms and conditions with respect to the Tablets will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule will govern. In the event of any conflict between any two Schedules for an application, the latest in time will govern. In the event a Tablet application provided under this Agreement is also provided by the NASPO ITS and Video Visitation Agreement (defined below) (for example, eMessaging, which can be utilized on both tablets and video visitation terminals), the terms of the NASPO ITS and Video Visitation Agreement will apply to those applications to the extent such terms conflict with this Agreement.

2. Term. This Agreement will begin on the Effective Date and end on the date that is 60 months thereafter. Notwithstanding the foregoing, in the event the parties' agreement utilizing NASPO relating to inmate phones and kiosks (the "NASPO ITS and Video Visitation Agreement") is terminated prior to its expiration date, Provider will have the option to terminate this Agreement. Notwithstanding anything to the contrary, the terms and conditions of this Agreement will continue to apply to each Schedule for so long as we continue to provide the Tablets to you after the expiration or earlier termination of this Agreement.

3. [RESERVED]

4. Ownership of Tablets and Grant of License to Customer. Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Tablets or any technology or intellectual property rights associated with the Tablets. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Tablets solely as contemplated by the Agreement (the "Customer License").

5. Additional Terms of Customer License. In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Tablets or any portions thereof; (b) it will only use the Tablets for lawful purposes and will not transmit, retransmit, or store material associated with the Tablets in violation of any federal or state laws or regulation; (c) it will not provide access to the Tablets to third parties not affiliate with Hays County; (d) it will not connect the Tablets to any products that Provider did not furnish or approve in writing; (e) it will not create derivative works based on the Tablets; (f) it will not disassemble, reverse engineer, decompile, or otherwise attempt to reveal the code, trade secrets, or know-how underlying the Tablets or allow any third party to do so; (g) it will not remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Tablets; (h) it will be responsible for distributing and assigning licenses to its end users; and (i) it will monitor and ensure that its licensed end users comply with these terms.

6. [RESERVED]

7. Grant of License from Customer to Provider. During the Term of the Agreement, you grant us the exclusive right and license to install, maintain, and derive revenue from the Tablets at all correctional facilities under your authority now and in

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the future during the term of this Agreement. Subject to the remaining terms and conditions of this Agreement, during the Term of the Agreement, Provider will be the sole and exclusive provider of inmate-related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (*e.g.*, phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (*e.g.*, automated grievance filing system, law library, etc.) at all correctional facilities now or in the future under the authority of Customer and to the exclusion of any other third party providing such inmate communications and software, including without limitation, Customer's employees, agents, or subcontractors.

8. Licenses for Third-Party Software. You are the license holder of any third-party software products we obtain on your behalf in connection with the Tablet applications. You authorize us to provide the third-party software and agree that we may agree to the third-party End User License Agreements ("EULAs") on your behalf. Your rights to use any such third-party software product will be limited by the terms of the applicable EULA.

9. Express Warranties. Provider offers the following express warranties in connection with the Tablets:

a. Express Warranty for Hardware and Software Deployed By Provider. For hardware and software deployed by Provider, we agree to repair and maintain such hardware and software in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor during the term of the Agreement. All such maintenance will be provided at our sole cost and expense except as noted below in this section. You agree to promptly notify us in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. We will have no obligation to repair or maintain such hardware or software, if the applications are, without our knowledge and approval, interfaced with other devices or software owned or used by your or a third party, or if the Tablets are otherwise damaged as a result of your actions.

b. Express Warranty for Services Provided. Provider warrants that the services it provides will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agent(s) and/or employee(s) used by it in the performance of its obligations will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period.

10. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR A SCHEDULE OF THIS AGREEMENT, THE TABLETS ARE PROVIDED "AS IS" AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

11. Service Level Agreement. Provider will provide service for the Tablets as specified in the Service Level Agreement attached hereto.

12. Customer's Compliance With Applicable Laws. For Tablet applications that allow you to monitor, record, investigate, or analyze inmate communications, you represent and warrant that you will operate such applications in compliance with all applicable laws, and Provider makes no representation or warranty as to the legality of such actions. To the fullest extent allowed by law, you agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out your non-compliance with applicable laws. You may designate certain communications (for example, attorney or clergy communications) as "Private" within certain of the applications. You acknowledge and agree that you have the sole discretion, authority, and responsibility to designate certain communications as Private, and that we have no discretion, authority, or responsibility to make such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of communications that you should have but failed to designate as Private.

13. Confidentiality. The Tablet applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without complying with the Texas Public Information Act. If you receive a request for disclosure of what may constitute Confidential Information or CPNI

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pursuant to FOIA or its state equivalent, you agree to notify Provider in writing so we may assert any rights to non-disclosure under the applicable law.

14. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Tablets (a "Claim"). We have the right, in our sole and exclusive discretion, to defend any such Claim at our sole cost, expense, and discretion. You agree not to compromise or settle any such Claim without our prior written consent. You acknowledge and agree to assist us with our defense of any such Claim.

15. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 60 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 60 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 60 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 60 day period, but only if the defaulting party diligently pursues to cure the default in good faith during the 60 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 12, 13, or 14, Provider will have the right to terminate this Agreement immediately.

17. Funding. In the event the Hays County Commissioners Court fails to appropriate adequate funding for this Agreement in any fiscal year, this Agreement shall automatically terminate on October 1st of such fiscal year.

18. Audit. Provider shall maintain books, records, documents, and other evidence pertaining to this Agreement and Orders placed by Customer under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Provider shall permit Customer, or a duly authorized agent of the Customer, to audit, inspect, examine, copy and/or transcribe Provider's books, documents, papers, and records directly pertinent to this Agreement or orders placed by Customer under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following the termination of this Agreement or final payment for any order placed by the Customer against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, , HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon 60 days' advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; actions you take for security reasons (*e.g.*, Lockdowns); or acts of God) negatively impact our business; however, we will not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state, or local regulatory requirements and restrictions that are subject to change from time-to-time and that nothing contained herein to the contrary will restrict Provider from taking any steps necessary to perform in compliance therewith.

20. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in Sections 4, 5, 7, 12, 13, or 14 would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

21. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance,

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failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.

22. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute will be in writing and will be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices will be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – 5 days after deposit; and courier – when delivered as shown by courier records.

23. Miscellaneous.

a. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state where the Facility is located.

b. No Waiver. No waiver by either party of any event of default under this Agreement will operate as a waiver of any subsequent default under the terms of this Agreement.

c. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected.

d. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party.

e. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

f. Parties' Relationship. Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.

g. Prevailing Party. In the event of any dispute, contest, or litigation between the parties hereto (a "Dispute"), the prevailing party in such Dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings. As used herein, "prevailing party" includes without limitation, a party who dismisses the Dispute in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the Dispute.

h. Survival of Obligations. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).

i. Execution Mechanics. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the Tablets. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use

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facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.

j. Entire Agreement / Merger Clause. This Agreement, together with the Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

CUSTOMER:	PROVIDER:
Hays County, Texas	Securus Technologies, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Customer's Notice Address: 1307 Uhland Road San Marcos, TX 78666	Provider's Notice Address: 4000 International Parkway Carrollton, Texas 75007 Attention: General Counsel Phone: (972) 277-0300 Provider's Payment Address: 4000 International Parkway Carrollton, Texas 75007 Attention: Accounts Receivable

Please return signed contract to:

4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300

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Schedule: Service Level Agreement
HAYS COUNTY (TX)

This Schedule is between Securus Technologies, LLC ("we" or "Provider"), and the Hays County, Texas ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the Tablets and associated software, hardware, systems, and services (the "Tablet System") in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance will be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance will be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of or destruction, damage, or vandalism to the equipment. If any portion of the Tablet System is interfaced with other devices or software owned or used by you or a third party, we will have no obligation to repair or maintain such other devices or software.

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a Tablet System outage or malfunction or (b) the Tablet System requires maintenance (each a "Tablet System Event"), then you will promptly report the Tablet System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications and Response Times. Upon receipt of your report of a Tablet System Event, Technical Support will classify the Tablet System Event as one of the following four priority levels:

P1	A P1 is our highest service level which is defined as 60% or more of the functionality of the Tablet System being adversely affected by the Tablet System Event.	4 hours
P2	A P2 assignment is defined as 30% to 59% of the functionality of the Tablet System being adversely affected by the Tablet System Event.	12 hours
P3	A P3 assignment is defined as 5% to 29% of the functionality of the Tablet System being adversely affected by the Tablet System Event.	24 hours
P4	A P4 assignment is defined as less than 5% of the functionality of the Tablet System being adversely affected by the Tablet System Event.	36 hours

3. Performance of Service. All of our repair and maintenance of the Tablet System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the Tablet System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

4. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

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5. Notice of Resolution. After receiving internal notification that a Priority 1 Tablet System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 Tablet System Event, a member of our customer satisfaction team will confirm resolution.

6. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

7. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary Tablet System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

8. End-User Billing Services and Customer Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

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Schedule: Tablets
HAYS COUNTY (TX)

This Schedule is between Securus Technologies, LLC ("we" or "Provider"), and Hays County, Texas ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule will be coterminous with the Agreement ("Schedule Effective Date").

We will provide the following Tablets:

TABLETS

Provider will deploy free basic community tablets to Facility. In addition to the free basic community tablets, Provider will offer personal rental tablets with premium content. Customer may purchase tablet earbuds at $5.66 per set, which may be invoiced or deducted from commissions. Customer is responsible for any applicable taxes and third-party expenses associated with the earbud purchase. Each earbud order must be for at least 25 units and be made in 25 unit increments. Provider may, at its option, decline to fulfill any order that does not conform to these requirements. Customer will not allow the resale of the earbuds for more than $5.66 per set unless approved by Provider.

Premium content may include, but is not limited to, songs, games, movies, and television episodes. Customer understands and acknowledges that premium content is subject to availability and may change at Provider's discretion. Premium content also may be subject to third-party licensing agreements with content providers. If Customer provides content for Provider to display on the tablets, Customer represents and warrants that it has obtained all necessary licensing and rights to display such content. Provider is not responsible and hereby disclaims any liability for any and all content of third-party applications and any documents, videos, or forms published by Customer or from outside sources.

For the 12-month period following the Effective Date, Provider will offer personal rental tablets at a promotional rate of $5.00 per tablet per month plus applicable taxes/fees/surcharges. Provider will pay Customer 10% commission on the revenue earned through the rental of personal tablets and the purchase of premium content on those tablets; such commission is net of licensing and network costs and excludes applicable taxes/fees/surcharges. The subscription fee and premium content fees can be paid by using either Inmate Debit or a Tablet user account. The parties reserve the right to renegotiate the $5.00 promotional rental rate and/or commissions earned if, after the initial 12-month period, Provider's Tablet-related costs exceed the revenue generated.

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 14, 2020	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
Miller	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 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	January 14, 2020	

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 or value of Right of Way along Dacy Lane in Pct 1. Possible action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	January 14, 2020	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.