

**Commissioners Court March 2, 2021
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **2nd day of March 2021**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. BECERRA
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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	5	Approve payments of County invoices. VILLARREAL-ALONZO
3	6	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
4	7	Approve the payment of the February 28, 2021 payroll disbursements in an amount not to exceed \$3,800,000.00 effective February 26, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
5	8-30	Authorize the County Judge to execute an annual renewal agreement between the Hays County Building Maintenance Department and Johnson Controls in the amount of \$9,515.00. BECERRA/T.CRUMLEY
6	31	Authorize payment to Card Services in the amount of \$1,707.40 in which no purchase order was issued as required per the County Purchasing Policy and amend the budget accordingly. JONES/T.CRUMLEY
7	32	Authorize On-Site Sewage Facility Permit for an office building located at 102 Whitetail Dr, San Marcos, TX 78666. SHELL/PACHECO
8	33-39	Approve Utility Permits. BECERRA/BORCHERDING
9	40-50	Accept the 2020 Racial Profiling Report from Hays County Constable Office, Precinct 2. JONES/TORRES
10	51-60	Accept the 2020 Racial Profiling Report from Hays County Constable Office, Precinct 3. SHELL/MONTAGUE
11	61-77	Accept the 2020 Racial Profiling Report from Hays County Constable Office, Precinct 1. INGALSBE/PETERSON
12	78-93	Accept the 2020 Racial Profiling Report from the Hays County Sheriff's Office. INGALSBE/CUTLER
13	94	Accept \$15,500.00 in grant contributions and donations on behalf of the Hays County Child Protective Board and amend the budget accordingly. INGALSBE
14	95-98	Authorize Building Maintenance to utilize donated funds for the remodel of the Hays County Child Protective Board (HCCPB) Rainbow Room located on Broadway Street in San Marcos and amend the budget accordingly. INGALSBE/T.CRUMLEY
15	99-104	Authorize the submission of a preliminary application to the Texas Department of Transportation (TxDOT) for the Transportation Alternatives Set-Aside (TA) Program for the FM 2325 Pedestrian Safety Access Improvement Project (Project). SHELL/T.CRUMLEY/BORCHERDING

16	105-110	Authorize the Constable Precinct 5 Office to purchase one replacement OptiPlex 7080 Computer valued at \$651.59 for the Constable and amend the budget accordingly. JONES/ELLEN
17	111-112	Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 122 days (June 30, 2021) and amend the budget accordingly. BECERRA/RICHEY
18	113-114	Approve renewal of IFB 2017-B03 Cemetery Maintenance for one additional year as stated in the original bid. BECERRA/BORCHERDING
19	115-116	Authorize the County Judge to support the Indigenous Cultures Institute for programming that informs about the Native people and restores lost history using \$1,500.00 of the County Judge's available Community Program funds. BECERRA
20	117-118	Authorize payment to Waldrip Insurance Agency in the amount of \$875.00 in which no purchase order was issued as required per the County Purchasing Policy and amend the budget accordingly. BECERRA
21	119-164	Approve specifications for RFQ 2021-Q06 CDBG Engineering Services and authorize Purchasing to solicit for proposals and advertise. SHELL/T.CRUMLEY

ACTION ITEMS

ROADS

22	165-167	Discussion and possible action to authorize the execution of Contract Amendment No. 1 with BGE, Inc. to provide Construction Engineering, Inspection & Testing (CE&I) services as part of the On-Call CE&I contract related to the Dacy Lane 2016 Road Bond Program and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4). INGALSBE/JONES/BORCHERDING
23	168	Discussion and possible action to consider the release of the maintenance bond #EAIC088000002 in the amount of \$120,448.82 and the acceptance of roads into the county road maintenance system for Shadow Creek subdivision, Phase 5, Section 1. JONES/BORCHERDING
24	169	Discussion and possible action to consider the release of the maintenance bond #K09232928 in the amount of \$97,400.60 and the acceptance of roads into the county road maintenance system for Shadow Creek subdivision, Phase 6, Section 1. JONES/BORCHERDING
25	170	Discussion and possible action to consider the release of the maintenance bond #714904P in the amount of \$155,244.00 and the acceptance of roads into the county road maintenance system for Parten Ranch subdivision, Phase 1. SMITH/BORCHERDING
26	171-197	Discussion and possible action to authorize the County Judge to execute a Standard Utility Agreement (SUA) Supplemental No. 2 between Hays County and Maxwell SUD for utility relocations for the FM 110 North project in Precinct 1 as part of the Partnership Program. INGALSBE/BORCHERDING
27	198-200	Discussion and possible action to authorize the County Judge to execute Contract Amendment #3 to the time & materials contract with HNTB Corporation to continue providing General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program projects and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4). JONES/BORCHERDING
28	201-218	Discussion and possible action to execute an Advance Funding Agreement with the Texas Department of Transportation for Locally Funded Transportation Project Off System (Kohlers Crossing) as part of the 2016 Road Bond Program. JONES/BORCHERDING

MISCELLANEOUS

29	219	Discussion and possible action to authorize the Office of Emergency Services to purchase one new Ford F250 4x4 vehicle and amend the budget accordingly. BECERRA/MIKE JONES
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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.

30	220	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions that report directly to the Commissioners Court including Department Heads. Possible discussion and/or action may follow in open court. SMITH
31	221	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. SHELL

32	222	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 US 290 in Pct 4. Possible action may follow in open court. SMITH
33	223	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase and/or value of property (Right of Way) along Cotton Gin Road in Precinct 2. Possible action may follow, including but not limited to a resolution of the Commissioners Court declaring a public convenience and necessity and authorizing Eminent Domain proceedings. JONES

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.

34	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
35	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
36	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
37	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 26th day of February, 2021

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

Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

BECERRA

N/A

SUMMARY

Information will be presented during Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of the February 28, 2021 payroll disbursements in an amount not to exceed \$3,800,000.00 effective February 26, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 2, 2021	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Approve the February end of month payroll disbursements not to exceed \$3,800,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute an annual renewal agreement between the Hays County Building Maintenance Department and Johnson Controls in the amount of \$9,516.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 2, 2021	\$9,516

LINE ITEM NUMBER

001-695-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Johnson Controls annual agreement is due for renewal. This agreement is for three years. Funding for this service was budgeted in the Building Maintenance FY21 Operating Budget.

Attachments:

Johnson Controls Renewal Agreement

Planned Service Proposal



CUSTOMER

HAYS COUNTY GOVERNMENT CENTER

LOCAL JOHNSON CONTROLS OFFICE

401 CENTER RIDGE DR STE 400
AUSTIN, TX 78753-1350

AGREEMENT START DATE:

03/01/2021

PROPOSAL DATE:

02/9/2021

ESTIMATE NO:

1-1AHSWP2U



Partnering with you to deliver value-driven solutions

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

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

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



Executive Summary

PLANNED SERVICE PROPOSAL FOR HAYS COUNTY GOVERNMENT CENTER

Dear Lisa,

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

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

- In this proposal we are offering a service agreement for 3 Years starting 03/01/2021 and ending 02/29/2024.
- The agreement price for first year is \$9,516.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

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

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

Please contact me if you have any questions.

Sincerely,

Valerie Simms
Account Rep Owner Sales (HVAC)
(512) 516-3717

Benefits of Planned Service

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

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

1. **Identify Energy Savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend Asset Life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure Productive Environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote Environmental Health and Safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



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

Personalized Account Management

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

A Culture of Safety

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



Commitment to Customer Satisfaction

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

Energy & Sustainability

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

The Value of Integrity

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



Service Plan Methodology

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

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

Scheduling

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

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

Emergency Services

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

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

Communication

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

Approval Process for Non-Covered Items

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

Summary of Services and Options

Comprehensive and Operational Inspections

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

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

Summary

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

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

We'll be your building technology services partner

Planned Service Agreement

Customer Name : HAYS COUNTY GOVERNMENT CENTER
Address: 712 S STAGECOACH TRL SAN MARCOS, TX 78666-5999
Proposal Date: 02/09/2021
Estimate #: 1-1AHSWP2U

Scope of Service

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

Extended Service Options for Premium Coverage

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

Equipment List

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

Term / Automatic Renewal

This Agreement takes effect on 03/01/2021 and will continue until 02/29/2024 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$9,516.00. This amount will be paid to JCI in Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. All payments and accruals related to late payments shall be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay invoices can result in termination of this Agreement. Renewal price adjustments are set forth in the Terms and Conditions. Invoices will be sent to the following location:

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

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

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

JOHNSON CONTROLS Inc.

By: Valerie Simms

Signature:

Title: Account Rep Owner Sales (HVAC) Date:

Signature:

Title: Date:

By:

Signature:

Title: Date:

Customer PO#:

JCI Branch: JOHNSON CONTROLS AUSTIN WACO TX CB - 0N88

Address: 401 CENTER RIDGE DR STE 400

AUSTIN, TX 78753-1350

Branch Phone: (866) 819-0231

Branch Email:

Schedule A - Equipment List

HAYS COUNTY GOVERNMENT CENTER

**712 S STAGECOACH TRL
SAN MARCOS, TX 78666-5999**

Block Hours - Controls

Quantity: 50 hours

Coverage Level: Basic

Services Provided

1 Preventive Maintenance

Customer Tag

Manufacturer

JCI_YORK

Model #

Serial #

1-TZ57456

Johnson Controls maintains the Buildings Metasys Controls System via Block Hours. Johnson Controls defines Block Hours as operational deficiencies defined by the customer and completes the tasking per customer request.

Below are a few of the tasking items that JCI tech's perform while on site.

There exists over 400 devices that control individual spaces.

- The damper actuators are old. About 10% have already been replaced. Catching the bad ones takes luck in finding the damper physically at the wrong position or by commanding calibrations while reading offsets hidden in the program. The JCI tech can do these tests and checks in mass.
- There are many heating issues. The JCI tech works hand-in-hand with your facilities tech to troubleshoot and verify the mechanical/electrical side and the controls side.
- Wireless thermostat issues continue. The JCI tech continues to note in an ever-growing xls spreadsheet the tstat locations, which tstats actually control, and the unique dip switch settings.
- Better programming will continue to be implemented as unique problems are found. The latest involved an IT room with a bad tstat. Now bad tstats in IT rooms will force the programming into thinking the room is hot, therefore forcing cold air into the server rooms regardless of what the bad tstat claims.
- The Hays system is unique in that it does not have a JCI front end. The JCI tech will continue to work with the 3rd party out-of-state front end personnel on creating a better system.
- While the roof-top air handlers that feed the 400 VAV boxes are NOT controlled by JCI, JCI can none the less spot anomalies and point facilities towards solutions.
- Court rooms (and other spaces) are sometimes too warm or too cold. These require special attention in both the engineering of the HVAC and the control logic. The JCI tech will continue to work with facilities on these unique areas, finding better ways to handle comfort challenges whether it be 20F or 110F outside.

Equipment Tasking

Block Hours - Controls

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

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$9,516.00	Annually
Year2	\$9,708.00	Annually
Year3	\$9,900.00	Annually

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED EQUIPMENT SERVICES means a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on such equipment's health, performance or potential malfunction.

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

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

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

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

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

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

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

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

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

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

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

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

A. JCI'S SERVICES FOR COVERED EQUIPMENT

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

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

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

4. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the

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Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

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

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

B. OUT OF SCOPE SERVICES

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

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or

- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within twenty-one (21) days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

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

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

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

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:
 - (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
 - (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
 - (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
 - (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
 - (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
 - (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
 - (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
 - (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
 - (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
 - (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
 - (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
 - (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
 - (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software)

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and not permit the same to be done; and

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

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

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

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

G. INSURANCE

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

H. INDEMNITY

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

I. LIMITATION OF LIABILITY

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

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation prior to filing an action with a court of competent jurisdiction. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing within thirty (30) business days or take action to cure the notifying party may terminate this Agreement by providing written notice of such termination.
3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
5. If the Agreement is for a multi-year term, either party may terminate the Agreement without cause after the first full year of Services by giving the other party no less than forty-five (45) days written notice.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

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

N. CUSTOMER DATA

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

O. JCI'S INTELLECTUAL PROPERTY

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

P. SOFTWARE AND DIGITAL SERVICES

Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile; or return email.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

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

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

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

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

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

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

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

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

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

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

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

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

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL PREPARED FOR HAYS COUNTY GOVERNMENT CENTER

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

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

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

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

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

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

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR HAYS COUNTY GOVERNMENT CENTER

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

[END OF DOCUMENT]

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Card Services in the amount of \$1,707.40 in which no purchase order was issued as required per the County Purchasing Policy and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 2, 2021	\$1,707.40

LINE ITEM NUMBER

001-712-00.5391

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Countywide Operations | Local Health Department ordered food for the COVID-19 vaccine clinic volunteers from Hays County BBQ and from Jason's Deli (using the department credit card) and failed to obtain a purchase order as required per county purchasing policy.

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 an office building located at 102 Whitetail Dr, San Marcos, TX 78666.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marcus Pacheco, Interim Director of Development Services

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

John Lasser of Gordon Marvin Properties is proposing a replacement On-Site Sewage System to serve a 2400 square foot office building with 45 employees/customers per day. There are no kitchen facilities. The lot is approximately one acre and is served by public water supply. The system designer, Clifford J. Conner R.S. has designed an aerobic treatment system utilizing surface irrigation With a maximum daily rate of 180 gallons per day.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2021-4166-UTL	4255 Old Bastrop Rd (Trench/Road Cut)	Zayo Group (Fiber Optic)
TRN-2021-4167-UTL	14701 S IH 35 (Bore & Trench)	City of Buda



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after TBD .

Utility Company Information:

Name: Zayo Group

Address: 330 N Interstate 35 Austin TX

Phone:

Contact Name: Toby Garber

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2021-4166-UTL

Type of Utility Service: Fiber Optic

Project Description:

Road Name(s): CR-266, FM-621, , , , , ,

Subdivision:

Commissioner Precinct:

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

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Mark B. [illegible]".

Engineering Technician

02/23/2021

Signature

Title

Date

HAYS COUNTY, TX
CR-266/FM-621



LOCATION MAP:

CR-266/FM-621 HAYS COUNTY, TEXAS

BEGIN END
Latitude: N 29.813228° Latitude: N 29.841028°
Longitude: W 97.967381° Longitude: W 97.911200°

CONTRACTORS-YOU'RE TO CALL THE TxDOT INSPECTOR NOTED ON THE APPROVED PERMIT 48-HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO CONTACT TxDOT DISTRICT TRAFFIC SIGNAL SHOP AT 817-370-3661 FOR LINE LOCATES IF BURIED PORTION OF THIS WORK IS NEAR TxDOT TRAFFIC SIGNALS.

(8) 1-1/2" HDPE SDR 11:
CYRUS ONE - 4 DUCTS
FIBERLIGHT - 2 DUCTS
ZAYD - 1 DUCT
CENTURY LINK - 1 DUCT

THIS DESIGN IS TO AVOID CONFLICT
FOR PROPOSED HAYS COUNTY PROJECT

PROJECT: # 1020054616

CR-266/FM-621

PERMIT
1/8/2021

SAIA



SEGMENT UNIT TOTALS

REVISIONS

DATE	DESCRIPTION	BY

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF SAIA. NO PARTS OF THESE DRAWINGS OR SPECIFICATIONS SHALL BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE

B SIZE DWG: NTS
D SIZE DWG: NTS

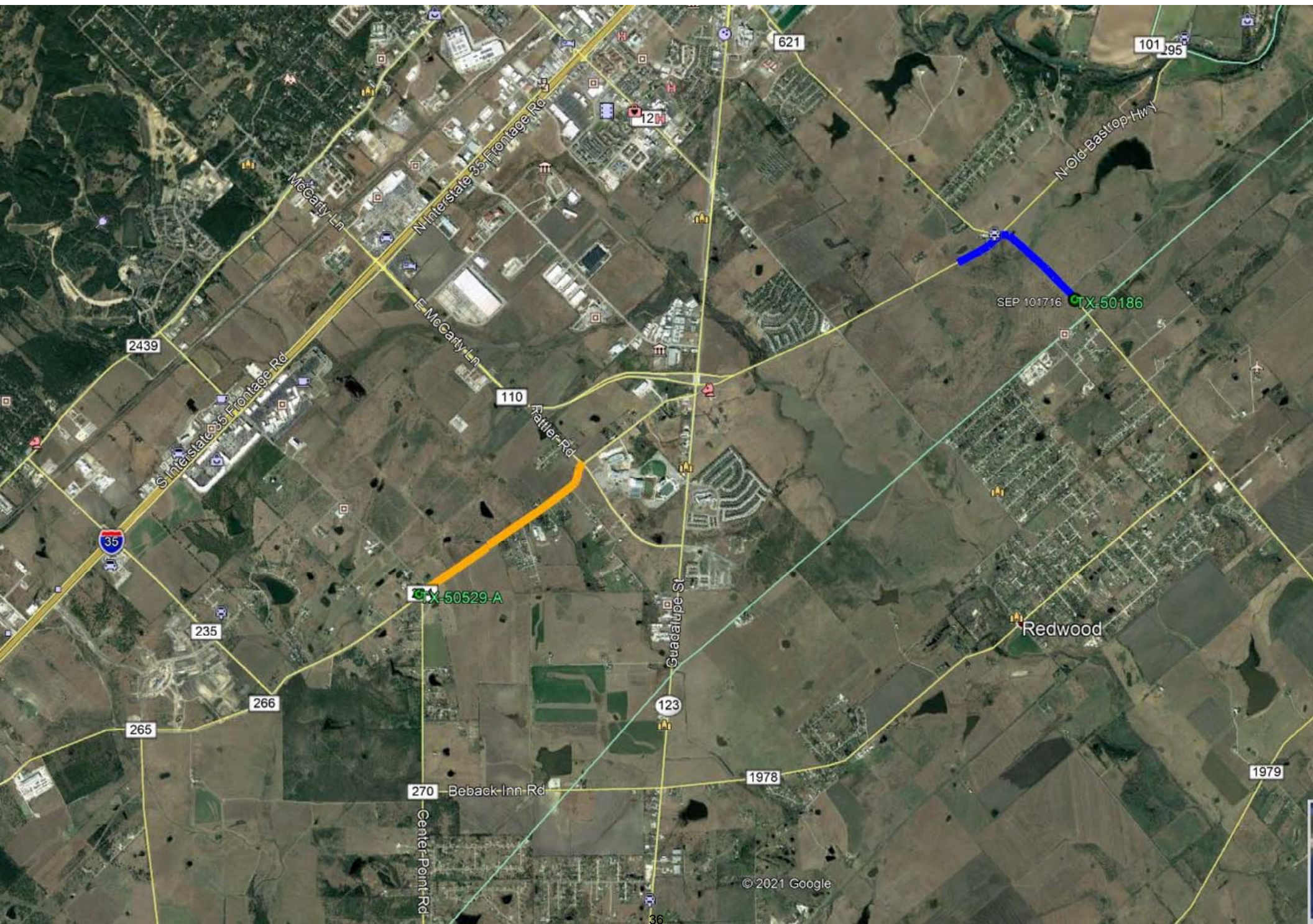
DATE:

APPROVED:

SHEET:

1 OF 30

DWG
COVER





Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 4/1/2021 .

Utility Company Information:

Name: City of Buda

Address: 405 E. Loop Buda TX

Phone:

Contact Name: John Nett

Engineer / Contractor Information:

Name: 82-4091186

Address: 2709 Melba Pass Cedar Park TX willparnell

Phone: 5124318411

Contact Name: Will Parnell

Hays County Information:

Utility Permit Number: TRN-2021-4167-UTL

Type of Utility Service: 12" PVC

Project Description:

Road Name(s): Main Street, Firecracker Drive (118), , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will
you be using ?

☒

Boring

☒

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

The above-mentioned permit was approved in Hays County Commissioners Court on .

A handwritten signature in black ink, appearing to read "Mark B. Bell".

Engineering Technician

02/23/2021

Signature

Title

Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2020 Racial Profiling Report from Hays County Constable Office, Precinct 2.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Michael Torres

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

(see attached report)



MICHAEL TORRES
HAYS COUNTY CONSTABLE, PRECINCT TWO



February 23, 2021

TO: Hays County Commissioner's Court

FROM: Michael Torres, Constable, Pct. 2

SUBJECT: 2020 Racial Profiling Report

Attached you will find a copy of the Hays County Constable, Pct. 2 Racial Profiling Report that was filed with TCOLE as required. This report is being submitted to Commissioner's Court as required for your approval.

Hays County Constable, Pct. 2 has adopted a detailed written policy on racial profiling.

During the calendar year of 2020, this department made 49 traffic stops. Of the 49 stops, 1 individual was given a written warning, 46 were given verbal warnings, 2 individuals were given a citation. Because of the Covid19 pandemic that we were faced with in 2020, traffic stops were limited in an effect to avoid face to face contact.

Should any of you have any questions regarding my report, please feel free to contact me.



Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 2
Reporting Date: 02/22/2021
TCOLE Agency Number: 209102

Chief Administrator: MICHAEL TORRES

Agency Contact Information:
Phone: (512) 878-6690
Email: michael.torres@co.hays.tx.us

Mailing Address:
P. O. BOX 728
5458 FM 2770
KYLE, TX 78640

This Agency filed a full report

HAYS CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 2 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 2 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: ROBERT L. ELLER
Chief Deputy

Date: 02/22/2021

Total stops: 49

Street address or approximate location of the stop

City street	25
US highway	13
County road	6
State highway	5
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	0
No	49

Race / Ethnicity

Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	4
White	37
Hispanic / Latino	7

Gender

Female	23
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	21
Hispanic / Latino	1
Male	26
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	3
White	16
Hispanic / Latino	6

Reason for stop?

Violation of law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	46
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	4
White	37
Hispanic / Latino	4
Vehicle traffic violation	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	3
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	49
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	4
White	37
Hispanic / Latino	7
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Contraband	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Inventory	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Was Contraband discovered?	0
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Did the finding result in arrest?	
(total should equal previous column)	
Yes	0
No	0
Yes	0
No	0
Yes	0
No	0
Yes	0
No	0

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	46

Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	4
White	34
Hispanic / Latino	7
Written warning	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Citation	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	49
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	4
White	37
Hispanic / Latino	7

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2020 Racial Profiling Report from Hays County Constable Office, Precinct 3.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Constable Montague

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

(see attached report)

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 3
Reporting Date: 02/23/2021
TCOLE Agency Number: 209103

Chief Administrator: WILLIAM D. MONTAGUE

Agency Contact Information:
Phone: (512) 847-5532
Email: don.montague@co.hays.tx.us

Mailing Address:
P. O. BOX 1316
200 Stillwater Road
WIMBERLEY, TX 78676-1316

This Agency filed a full report

HAYS CO. CONST. PCT. 3 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 3 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 3 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 3 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 3 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: DONNY R. TORRES
Sergeant

Date: 02/23/2021

Total stops: 65

Street address or approximate location of the stop

City street	10
US highway	0
County road	0
State highway	18
Private property or other	36

Was race or ethnicity known prior to stop?

Yes	0
No	65

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	62
Hispanic / Latino	3

Gender

Female	36
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	36
Hispanic / Latino	0
Male	31
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	26
Hispanic / Latino	3

Reason for stop?

Violation of law	64
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	59

Hispanic / Latino	3
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	43
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	38
Hispanic / Latino	3
Vehicle traffic violation	21
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	21
Hispanic / Latino	0
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	67
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband

Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	0
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Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	30
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	26
Hispanic / Latino	2
Citation	35
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	34
Hispanic / Latino	1
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	65

Submitted electronically to the



The Texas Commission on Law Enforcement

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2020 Racial Profiling Report from Hays County Constable Office, Precinct 1.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Constable David Peterson

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

The annual Racial Profiling Report has to be submitted for 2020 in accordance to Law Enforcement Policy on Racial Profiling - Article 2.132 Texas Code of Criminal Procedure (7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 1
Reporting Date: 02/25/2021
TCOLE Agency Number: 209101

Chief Administrator: DAVID L. PETERSON

Agency Contact Information:
Phone: (512) 393-7730
Email: dpeterson@co.hays.tx.us

Mailing Address:
712 S STAGECOACH TRL STE 2210
SAN MARCOS, TX 78666-6257

This Agency filed a full report

HAYS CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: DAVID L. PETERSON
CONSTALBE

Date: 02/25/2021

Total stops: 167

Street address or approximate location of the stop

City street	29
US highway	54
County road	2
State highway	84
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	0
No	167

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	17
White	90
Hispanic / Latino	54

Gender

Female	62
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	3
White	36
Hispanic / Latino	20
Male	105
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	14
White	54
Hispanic / Latino	34

Reason for stop?

Violation of law	9
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	3

Hispanic / Latino	4
Preexisting knowledge	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	167
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	17
White	90
Hispanic / Latino	54
Vehicle traffic violation	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	167
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	17
White	90
Hispanic / Latino	54
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	167		
Alaska Native / American Indian	0		
Asian / Pacific Islander	6		
Black	17		
White	90		
Hispanic / Latino	54		

Description of contraband

Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	0
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Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	153
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	20
White	83
Hispanic / Latino	47
Citation	34
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	4
White	12
Hispanic / Latino	16
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	167
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	17
White	90
Hispanic / Latino	54

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement

HAYS COUNTY CONSTABLE PCT. 1

01. Total Traffic Stops		167	
02. Location of Stop			
a.	City Street	29	17.37%
b.	US Highway	54	32.34%
c.	County Road	84	50.30%
d.	State Highway	2	1.20%
e.	Private Property or Other	0	0.00%
03. Was Race known prior to Stop			
a.	NO	167	100.00%
b.	YES	0	0.00%
04. Race or Ethnicity			
a.	Alaska/ Native American/ Indian	0	0.00%
b.	Asian/ Pacific Islander	6	3.59%
c.	Black	17	10.18%
d.	White	90	53.89%
e.	Hispanic/ Latino	54	32.34%
05. Gender:			
a.	Female	62	37.13%
	i. Alaska/ Native American/ Indian	0	0.00%
	ii. Asian/ Pacific Islander	3	4.84%
	iii. Black	3	4.84%
	iv. White	36	58.06%
	v. Hispanic/ Latino	20	32.26%
b.	Male	105	62.87%
	i. Alaska/ Native American/ Indian	0	0.00%
	ii. Asian/ Pacific Islander	3	2.86%
	iii. Black	14	13.33%
	iv. White	54	51.43%
	v. Hispanic/ Latino	34	32.38%

06. Reason for Stop:

a.	Violation of Law	9	5.39%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		1	11.11%
	iii. Black		1	11.11%
	iv. White		3	33.33%
	v. Hispanic/ Latino		4	44.44%
b.	Pre-Existing Knowledge	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
c.	Moving Traffic Violation	167	100.00%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		6	3.59%
	iii. Black		17	10.18%
	iv. White		90	53.89%
	v. Hispanic/ Latino		54	32.34%
d.	Vehicle Traffic Violation	2	1.20%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		0	0.00%
	iii. Black		0	0.00%
	iv. White		2	100.00%
	v. Hispanic/ Latino		0	0.00%

07. Was a Search Conducted

a.	NO	167	100.00%	
	i. Alaska/ Native American/ Indian		0	0.00%
	ii. Asian/ Pacific Islander		6	3.59%
	iii. Black		17	10.18%
	iv. White		90	53.89%
	v. Hispanic/ Latino		54	32.34%
b.	YES	0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!

08. Reason for Search

a. Consent		0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	
b. Contraband in Plain View		0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	
c. Probable Cause		0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	
d. Inventory		0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	
e. Incident to Arrest		0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	

09. Was Contraband Discovered

a. YES	0	0.00%	
i. Alaska/ Native American/ Indian		0	#DIV/0!
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
ii. Asian/ Pacific Islander		0	#DIV/0!
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
iii. Black		0	#DIV/0!
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
iv. White		0	#DIV/0!
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
v. Hispanic/ Latino		0	#DIV/0!
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
b. NO	167	100.00%	
i. Alaska/ Native American/ Indian		0	0.00%
ii. Asian/ Pacific Islander		6	3.59%
iii. Black		17	10.18%
iv. White		90	53.89%
v. Hispanic/ Latino		54	32.34%

10. Description of Contraband

a. Drugs		0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
b. Currency		0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
c. Weapons		0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
d. Alcohol		0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
e. Stolen Property		0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!
f. Other		0	0.00%	
	i. Alaska/ Native American/ Indian		0	#DIV/0!
	ii. Asian/ Pacific Islander		0	#DIV/0!
	iii. Black		0	#DIV/0!
	iv. White		0	#DIV/0!
	v. Hispanic/ Latino		0	#DIV/0!

11. Result of Stop

a.	Verbal Warning	0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	
b.	Written Warning	153	91.62%	
	i. Alaska/ Native American/ Indian	0	0.00%	
	ii. Asian/ Pacific Islander	3	1.96%	
	iii. Black	20	13.07%	
	iv. White	83	54.25%	
	v. Hispanic/ Latino	47	30.72%	
c.	Citation	34	20.36%	
	i. Alaska/ Native American/ Indian	0	0.00%	
	ii. Asian/ Pacific Islander	2	5.88%	
	iii. Black	4	11.76%	
	iv. White	12	35.29%	
	v. Hispanic/ Latino	16	47.06%	
d.	Written Warning and Arrest	0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	
e.	Citation and Arrest	0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	
f.	Arrest	0	0.00%	
	i. Alaska/ Native American/ Indian	0	#DIV/0!	
	ii. Asian/ Pacific Islander	0	#DIV/0!	
	iii. Black	0	#DIV/0!	
	iv. White	0	#DIV/0!	
	v. Hispanic/ Latino	0	#DIV/0!	

12. Arrest Based On

a.	Violation of Penal Code	0	0.00%	
	i. Alaska/ Native American/ Indian	0		#DIV/0!
	ii. Asian/ Pacific Islander	0		#DIV/0!
	iii. Black	0		#DIV/0!
	iv. White	0		#DIV/0!
	v. Hispanic/ Latino	0		#DIV/0!
b.	Violation of Traffic Law	0	0.00%	
	i. Alaska/ Native American/ Indian	0		#DIV/0!
	ii. Asian/ Pacific Islander	0		#DIV/0!
	iii. Black	0		#DIV/0!
	iv. White	0		#DIV/0!
	v. Hispanic/ Latino	0		#DIV/0!
c.	Violation of City Ordinance	0	0.00%	
	i. Alaska/ Native American/ Indian	0		#DIV/0!
	ii. Asian/ Pacific Islander	0		#DIV/0!
	iii. Black	0		#DIV/0!
	iv. White	0		#DIV/0!
	v. Hispanic/ Latino	0		#DIV/0!
d.	Outstanding Warrant	0	0.00%	
	i. Alaska/ Native American/ Indian	0		#DIV/0!
	ii. Asian/ Pacific Islander	0		#DIV/0!
	iii. Black	0		#DIV/0!
	iv. White	0		#DIV/0!
	v. Hispanic/ Latino	0		#DIV/0!

13. Was Physical Force Used

a.	NO	167	100.00%	
	i. Alaska/ Native American/ Indian	0	0.00%	
	ii. Asian/ Pacific Islander	6	3.59%	
	iii. Black	17	10.18%	
	iv. White	90	53.89%	
	v. Hispanic/ Latino	54	32.34%	
b.	YES	0	0.00%	
	i. Alaska/ Native American/ Indian	0		#DIV/0!
	ii. Asian/ Pacific Islander	0		#DIV/0!
	iii. Black	0		#DIV/0!
	iv. White	0		#DIV/0!
	v. Hispanic/ Latino	0		#DIV/0!
13 b 1.	YES: Physical Force Resulting in Bodily Injury to Suspect	0		#DIV/0!
13 b 2.	YES: Physical Force Resulting in Bodily Injury to Officer	0		#DIV/0!
13 b 3.	YES: Physical Force Resulting in Bodily Injury to Both	0		#DIV/0!

14. Total Number of Racial Profiling Complaints Received

0

REPORT DATE COMPILED

February 25, 2021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2020 Racial Profiling Report from the Hays County Sheriff's Office.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CUTLER

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Report attached.



MIKE DAVENPORT
Chief Deputy

JULISSA VILLALPANDO
Captain – Corrections

DAVID BURNS
Captain – Law Enforcement

MARK CUMBERLAND
Captain – Support Services

**GARY CUTLER
HAYS COUNTY SHERIFF**

810 S Stagecoach Trail
San Marcos, Texas 78666
512-393-7800

February 24, 2020

The Honorable Ruben Becerra
County Judge
Hays County Commissioners Court

The Honorable Ruben Becerra,

In accordance with state law and specific to the Texas Code of Criminal Procedure, Chapter 2.132(b)(6) & (7), the following report has been prepared and is being respectfully submitted. The report consists of statistical data collected by the Hays County Sheriff's Office as prescribed by Texas CCP Chapter 2.133, for the calendar year of 2020. We have complied with the compilation and analysis of the information collected as required under Texas CCP Chapter 2.134 and have included our analysis in the report submitted. In addition, the Hays County Sheriff's Office has adopted a policy concerning Racial Profiling. The policy is within the requisite standards set forth by statute and recommended by the legislature.

Respectfully,

A handwritten signature in black ink that reads "Gary Cutler". The signature is written in a cursive style with a large, stylized "G" and "C".

Gary Cutler
Sheriff, Hays County

Racial Profiling Report | Full

Agency Name: HAYS CO. SHERIFF'S OFFICE
Reporting Date: 02/23/2021
TCOLE Agency Number: 209100

Chief Administrator: GARY M. CUTLER

Agency Contact Information:
Phone: (512) 393-7808
Email: sheriff@co.hays.tx.us

Mailing Address:
1307 UHLAND ROAD
SAN MARCOS, TX 78666-5686

This Agency filed a full report

HAYS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HAYS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: Stephanie Robinson
Records Programs Administrator

Date: 02/23/2021

Total stops: 20012

Street address or approximate location of the stop

City street	2613
US highway	2470
County road	13995
State highway	913
Private property or other	21

Was race or ethnicity known prior to stop?

Yes	243
No	19769

Race / Ethnicity

Alaska Native / American Indian	63
Asian / Pacific Islander	181
Black	11076
White	13482
Hispanic / Latino	5110

Gender

Female	7346
Alaska Native / American Indian	15
Asian / Pacific Islander	71
Black	358
White	5233
Hispanic / Latino	1669
Male	12666
Alaska Native / American Indian	48
Asian / Pacific Islander	110
Black	818
White	8249
Hispanic / Latino	3441

Reason for stop?

Violation of law	773
Alaska Native / American Indian	3
Asian / Pacific Islander	6
Black	35
White	506

Hispanic / Latino	223
Preexisting knowledge	169
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	9
White	121
Hispanic / Latino	37
Moving traffic violation	13639
Alaska Native / American Indian	45
Asian / Pacific Islander	138
Black	782
White	9520
Hispanic / Latino	3154
Vehicle traffic violation	5431
Alaska Native / American Indian	14
Asian / Pacific Islander	36
Black	350
White	3335
Hispanic / Latino	1696
Was a search conducted?	
Yes	827
Alaska Native / American Indian	0
Asian / Pacific Islander	9
Black	116
White	369
Hispanic / Latino	333
No	19185
Alaska Native / American Indian	63
Asian / Pacific Islander	172
Black	1060
White	13113
Hispanic / Latino	4777
Reason for Search?	
Consent	141
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	18
White	61

Hispanic / Latino	60
Contraband	33
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	11
Hispanic / Latino	19
Probable	541
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	89
White	246
Hispanic / Latino	201
Inventory	90
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	5
White	36
Hispanic / Latino	48
Incident to arrest	22
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	13
Hispanic / Latino	7

Was Contraband discovered?

Yes	583
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	80
White	277
Hispanic / Latino	220
No	244
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	36
White	92
Hispanic / Latino	113

Did the finding result in arrest? (total should equal previous column)

Yes	0	No	0
Yes	0	No	6
Yes	1	No	79
Yes	1	No	276
Yes	2	No	218

Description of contraband	
Drugs	425
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	70
White	192
Hispanic / Latino	158
Weapons	35
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	10
White	14
Hispanic / Latino	11
Currency	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	2
Alcohol	115
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	11
White	56
Hispanic / Latino	47
Stolen property	8
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	3
Hispanic / Latino	4
Other	81
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	49
Hispanic / Latino	25
Result of the stop	
Verbal warning	16602

Alaska Native / American Indian	57
Asian / Pacific Islander	152
Black	1007
White	11521
Hispanic / Latino	3865
Written warning	333
Alaska Native / American Indian	3
Asian / Pacific Islander	3
Black	18
White	288
Hispanic / Latino	21
Citation	2788
Alaska Native / American Indian	3
Asian / Pacific Islander	22
Black	121
White	1589
Hispanic / Latino	1053
Written warning and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Citation and arrest	22
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	4
Hispanic / Latino	16
Arrest	205
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	28
White	78
Hispanic / Latino	95
Arrest based on	
Violation of Penal Code	164
Alaska Native / American Indian	0
Asian / Pacific Islander	3

Black	22
White	56
Hispanic / Latino	83
Violation of Traffic Law	32
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	12
Hispanic / Latino	19
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	46
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	7
White	21
Hispanic / Latino	17

Was physical force resulting in bodily injury used during stop?

Yes	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	2
No	20007
Alaska Native / American Indian	63
Asian / Pacific Islander	181
Black	1176
White	13479
Hispanic / Latino	5108

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Submitted electronically to the



The Texas Commission on Law Enforcement

HAYS COUNTY SHERIFF'S OFFICE



RACIAL PROFILING ANNUAL REPORT 2020

Report Prepared By:

Stephanie Robinson, Records Program Administrator

INTRODUCTION

This report contains the analysis of data obtained during motor vehicle stops by Hays County Sheriff's Office (HCSO) deputies for the reporting period of January 1, 2020 through December 31, 2020. The analysis, submission, and presentation of this data is required by the Texas Code of Criminal Procedure (TCCP) as part of the Sandra Bland Act of 2017. The purpose of this report is to certify that HCSO has met all reporting and analysis requirements of the Sandra Bland Act.

The data utilized for this analysis was compiled by HCSO through Tyler Technologies Brazos Software as well as an agency created database. The data was entered by HCSO deputies while conducting motor vehicle stops.

BACKGROUND

The Sandra Bland Act of 2017 removed the exemption of certain law enforcement agencies to report motor vehicle stops and thus mandates all agencies to comply with the following requirements in accordance with the TCCP:

- Article 2.132
 - Adopt a detailed written policy prohibiting racial profiling
 - Provide information and education on the complaint and compliment procedures
- Article 2.133
 - Collect specific data on each motor vehicle stop conducted
- Article 2.134
 - Compile and analyze the data collected under TCCP Article 2.133 and present the findings to the governing body

TCCP Article 2.123(a)(3) specifies the following race/ethnicity categories for reporting:

A – Asian or Pacific Islander

B – Black

H – Hispanic or Latino

I – Alaskan Native or American Indian

W – White

MOTOR VEHICLE STOPS

Hays County Sheriff's Deputies made 20,012 motor vehicle stops in 2020. The following tables detail several categories of reporting data required by TCCP Article 2.134:

TABLE 1. MOTOR VEHICLE STOPS BY RACE AND GENDER

RACE	FEMALE	% FEMALE	MALE	% MALE	TOTAL	% TOTAL
A	71	1.0%	110	0.9%	181	0.9%
B	358	4.8%	818	6.4%	1176	5.8%
H	1669	23.0%	3441	27.2%	5110	26.0%
I	15	0.2%	48	0.4%	63	0.3%
W	5233	71.0%	8249	65.1%	13482	67.0%
Grand Total	7346	100.0%	12666	100.0%	20012	100.0%

TABLE 2. REASON FOR STOP

RACE	MOVING TRAFFIC VIOLATION	PRE EXISTING KNOWLEDGE	VEHICLE TRAFFIC VIOLATION	VIOLATION OF LAW	TOTAL	% TOTAL
A	138	1	36	6	181	0.9%
B	782	9	350	35	1176	5.8%
H	3154	37	1696	223	5110	25.6%
I	45	1	14	3	63	0.3%
W	9520	121	3335	506	13482	67.4%
Grand Total	13639	169	5431	773	20012	100.00%

Sixty eight percent of all motor vehicle stops were the result of moving traffic violations with the second highest reason being vehicle traffic violations at twenty seven percent.

TABLE 3. RESULT OF STOP

RACE	CITATION	% CITATION	WRITTEN WARNING	% WRITTEN WARNING	VERBAL WARNING	% VERBAL WARNING	ARREST	% ARREST
A	22	0.08%	3	0.9%	152	0.9%	4	1.7%
B	121	4.34%	18	5.4%	1007	6.0%	30	13.1%
H	1053	37.77%	21	6.3%	3865	23.2%	111	48.4%
I	3	0.1%	3	0.9%	57	0.34%	0	0.0%
W	1589	57%	288	86.4%	11521	69.4%	84	36.6%
Grand Total	2788	100.00%	333	100.00%	16602	100.00%	229	100%

One percent of all traffic stops resulted in arrest, thirteen percent with a citation and over eighty percent with a warning.

TABLE 4. SEARCH – CONSENT V. NON-CONSENT

RACE	CONSENT SEARCH	% CONSENT	NON-CONSENT SEARCHES	% NON-CONSENT
A	2	1.41%	7	1.02%
B	18	12.76%	98	14.28%
H	60	42.55%	275	40.08%
I	0	0.00%	0	0.00%
W	61	43.26%	306	44.60%
Grand Total	141	100.00%	686	100.00%

HCSO conducted 827 searches both consent and non-consent. A non-consent search was the result of probable cause, contraband in view, vehicle inventory, or incident to arrest.

TABLE 5. CONTRABAND HIT

RACE	TOTAL SEARCHES	TOTAL HIT	HIT RATE
A	9	6	66%
B	116	80	69%
H	333	220	66%
I	0	0	0%
W	369	277	75%
Grand Total	827	583	70.5%

A contraband hit is when the search results in contraband being found. HCSO discovered drugs, weapons, alcohol, currency, stolen property, and other items.

TABLE 6. USE OF FORCE

RACE	USE OF FORCE - BODILY INJURY
A	0
B	0
H	2
I	0
W	4
Grand Total	6

The Hays County Sheriff's Office used force that resulted in injury 6 times for a rate of .00029% of all stops.

COMPLAINTS

HCSO did not receive any complaints of racial profiling in 2020.

PUBLIC EDUCATION

To fulfill the public education requirement, HCSO details compliment and complaint procedures on each citation or warning issued. Additionally, HCSO provides information on its website detailing how to file any concerns with the Office of Professional Responsibility.

POLICY ADOPTION

The agency has adopted a policy, General Orders section 321.06, defining racial profiling, prohibiting the act and establishing guidelines of discipline if deputies were found to engage in any form of racial profiling.

SUMMARY

Based on the data, at this time, the Hays County Sheriff's Office believes deputies are acting in accordance within all laws governing racial profiling and certifies that all legislative mandates have been met as required by TCCP.

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 \$15,500.00 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	March 2, 2021	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 and Bob and Mary Fulton 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 three quarterly payments of \$5,000) Bob and Mary Fulton - \$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 Building Maintenance to utilize donated funds for the remodel of the Hays County Child Protective Board (HCCPB) Rainbow Room located on Broadway Street in San Marcos and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 16, 2021	\$16,359

LINE ITEM NUMBER

001-695-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The HCCPB has received additional donated funds to be used for phase 3 of the Rainbow Room remodel project. The Building Maintenance Department has received quotes and would like to move forward with the phase 3 renovations utilizing these donated funds. Fencing will be done by Sullivan Contracting and the parking lot will be done by Hays County Transportation Department.

Attachments:

\$6,948.42 - Sullivan Contracting Proposal #620129 (Choice Partners Contract #18/029JN-13)

\$9,410.00 (material only) - Hays County Transportation

Budget Amendment:

Increase Capital Contributions - 001-695-98-354.4614 - \$16,359

Increase Misc Capital Improvements - 001-695-98-354.5741 - \$16,359



PROPOSAL

The Pounds Group LLC dba Sullivan Contracting Services

Choice Partners Contract #: 18/029JN-13

Send to: Hays County
712 Stagecoach Rd.
San Marcos, TX 78666

Phone: 512.393.7659

10/26/2020

Job #: 620129

Email: chris.deichmann@co.hays.tx.us

Attn: Chris Deichmann

Job Name: Cedar Fencing - CP

Labor and materials to complete the following project:

Job Description

- Provide all labor, materials and equipment needed to install approx. 170 LF, 6' tall wood privacy fence.

***Does not include any gates/gate hardware. ***

Owner responsible for providing property corners/survey if not up to date

***Does not include any paint/stain of new fence. ***

Exclude: After Hours, Structural Design/Fees, Electrical, HVAC, Plumbing, Fire Sprinkler /Alarm, Permitting, Testing, any items not listed above.

***Price excludes any owner mandated COVID-19 Testing, Procedures, and/or changes to normal work practices not covered above. ***

CostWorks Base	\$7,975.23
85% Coeff	\$6,778.95
Owner Contingency	\$0.00
Sub Total	\$6,778.95
Bond	\$169.47

PROJECT TOTAL

\$6,948.42 *plus applicable sales tax*

Respectfully submitted,

Shayne Henricksen

ESTIMATE FOR BROADWAY PARKING LOT

ROAD NAME	LENGTH (FT)	DESCRIPTION OF WORK	TIME	LABOR	EXPENSES
BROADWAY PARKING LOT		Level up driveway, prep for	3 DAYS	6-MAN CREW (\$34.50/HR/MAN)	\$6,210
Prep area and 1.5" hot mix overlay		paving, overlay with 1.5" of	30 HRS		
		hot mix			
			2 DAYS	13-MAN CREW (\$34.50/HR/MAN)	\$8,970
			20 HRS		
ADMIN COST					\$500
					\$15,680

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 preliminary application to the Texas Department of Transportation (TxDOT) for the Transportation Alternatives Set-Aside (TA) Program for the FM 2325 Pedestrian Safety Access Improvement Project (Project).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 2, 2021	\$210,000

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CRUMLEY/BORCHERDING	SHELL	N/A

SUMMARY

This preliminary application outlines the FM 2325 Pedestrian Safety Access Improvement Project (Project). The project will provide safety infrastructure for non-driver access and provide non-motorized roadway users access to our local businesses. The project includes construction of a 6-ft ADA compliant sidewalk along the west side of Carney Lane from Danforth Junior High then widening to an 8-ft ADA compliant sidewalk along the south side of FM 2325 to Green Acres, crossing to the north side at the signal, and terminating approximately 325' east of Green Acres. The sidewalk termini connect to an existing sidewalk for access to the HEB Grocery store. A total of 0.84 mile of a safe and accessible path.

The total project cost is \$1,049,038.00.
A 20% match is required.

Submission of the application is done electronically, by March 8th, 2021, within the TxDOT dropbox.



2021 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)

Deadline to Submit PA: March 1, 2020

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: Hays County

Contact Person: Lindsay McClune

Title: Grant Writer

Street Address: 712 S. Stagecoach Trail Ste. 1045

City: San Marcos

Zip Code: 78666 Office Phone Number: 512-393-2209

Email: lindsay.mcclune@co.hays.tx.us

2. Identify population area (based on project location)

An eligible project sponsor may represent a population sub-area within its jurisdictional boundaries. Example: a county project is located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – select the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2010 Decennial Census.

Location Name: Wimberley, Texas

Population size: 3,037

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)? ☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)? ☐ Yes ☒ No

Project Information

4. Project name: Hays County FM 2325 Sidewalk

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Improvements for non-motorized transportation safety

☐ Shared use paths

☒ Sidewalk improvements

6. Project location

☒ On/along a TxDOT maintained roadway

☒ On/along a non-TxDOT roadway

☐ Not within the right-of-way of any roadway

Project location notes: Projects or components of projects located entirely within school or park property that are for internal circulation only are not eligible for TxDOT's TA funding.

7. Provide a Google map link: https://www.google.com/maps/d/edit?mid=1NzYLA_IEXIq0fbmh_SU1R3BDt7rdzmGp&usp=sharing

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including **project location, limits, facility type, and width**. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

Construction of a 6' ADA compliant sidewalk along the west side of Carney Lane from Danforth Junior High then widening to an 8' ADA compliant sidewalk along the south side of FM 2325 to Green Acres, crossing to the north side at the signal, and terminating approximately 325' east of Green Acres. A total of 0.84 mile of a safe and accessible path. This project is part of a multi-phase Wimberley Valley Trails plan connecting residences, business, schools, and public facilities with a safe non-motorized mobility option.

9. Funding opportunities

Select funding opportunity the Project Sponsor is interested in pursuing for this project.

Transportation Alternatives Program

- For small urban and nonurban areas: State and/or federal funding for construction activities (and development activities when applicable) with a minimum 20% local match required. Project sponsors may be eligible for a reduction in the local match. Refer to the Program Guide for details.
- TxDOT administers TA funds for projects located outside Transportation Management Areas (TMAs). TMAs are identified by the smoothed 2010 U.S. Census Urbanized Area boundaries for population areas greater than 200,000.

NONURBAN - Population area of 5,000 or less (outside a TMA)

Current funding or Conditional Project List

☐

SMALL URBAN - Population area between 5,001 and 200,000 (outside a TMA)

Conditional Project List only

☒

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare construction plans, specifications, and estimates: \$150,000

Estimated cost to prepare environmental documentation: \$20,000

Estimated construction cost: \$764,038

Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Local match

Identify source(s) of local matching funds: Hays County CIP

Examples include: municipal budget, Transportation Development Credits, or donated funds from a third-party.

12. Transportation Development Credits

If a project sponsor's population is less than 50,000 and meets certain economic criteria, they may request the use of Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Does the project sponsor request the use of Transportation Development Credits for this project?

☐ Yes ☒ No

13. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☐ Yes ☐ No ☒ Unk

Will the project reduce automobile traffic capacity?

☐ Yes ☒ No ☐ Unk

Does the project cross a railroad (RR) or is the project within 50' of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project involve relocation of utilities?

☐ Yes ☐ No ☒ Unk

Will this project involve acquisition of right-of-way or require an easement (including railroad), access change, or relocation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk
Does the project use land purchased or improved with Land and Water Conservation Funds?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Does the project use land in: (Check all appropriate boxes) Publicly owned: <input type="checkbox"/> Park(s), <input type="checkbox"/> Recreation area(s), <input type="checkbox"/> Wildlife/waterfowl refuge(s), OR <input type="checkbox"/> Publicly/private owned historical or archeological sites?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Does the project occur within or around properties listed on the National Register of Historic Places?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Is the project located within range and/or potential habitat of state or federally protected species?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Is there a likely possibility of encountering hazardous materials?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Does the project involve placement of fill in wetlands or waters of the U.S.?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Is the project located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk

TxDOT 2021 TA
Hays County FM 2325 Sidewalk
Preliminary Engineering Cost Estimate

Attachment A

BID CODE	ITEM DESCRIPTION	UNIT	TOTAL QTY	UNIT COST	TOTAL EST COST
01006003	PREPARING ROW(TREE)(5" TO 12" DIA)	EA	5	\$ 1,000.00	\$ 5,000.00
05026001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	\$ 8,300.00	\$ 49,800.00
01046017	REMOVING CONC (DRIVEWAYS)	SY	2,250	\$ 15.00	\$ 33,750.00
04966043	REMOV STR (SMALL FENCE)	LF	826	\$ 5.00	\$ 4,130.00
04966006	REMOV STR (HEADWALL)	EA	2	\$ 1,500.00	\$ 3,000.00
01046009	REMOVING CONC (RIPRAP)	SY	15	\$ 12.00	\$ 180.00
05316002	CONC SIDEWALKS (5")	SY	3,990	\$ 55.00	\$ 219,450.00
05316004	CURB RAMPS (TY 1)	EA	11	\$ 1,500.00	\$ 16,500.00
05446004	GDRAIL END TRT(INST)(WOOD POST)(TY I)	EA	4	\$ 3,000.00	\$ 12,000.00
05406002	MTL W-BEAM GD FEN (STEEL POST)	LF	1,500	\$ 58.00	\$ 87,000.00
06446068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	20	\$ 500.00	\$ 10,000.00
05506008	CHAIN LINK FENCE (INSTALL) (8')	LF	500	\$ 55.00	\$ 27,500.00
04506103	RAIL (TY PR11)	LF	150	\$ 90.00	\$ 13,500.00
04646005	RC PIPE (CL III)(24 IN)	LF	2,000	\$ 77.00	\$ 154,000.00
07606001	DITCH CLEANING AND RESHAPING (FOOT)	LF	2,000	\$ 8.00	\$ 16,000.00
04666058	HEADWALL (CH - FW - 45) (DIA= 60 IN)	EA	2	\$ 8,500.00	\$ 17,000.00
06666228	PAVEMENT SEALER 12"	LF	300	\$ 1.00	\$ 300.00
06686074	PREFAB PAV MRK TY C (W) (12") (SLD)	LF	300	\$ 8.00	\$ 2,400.00
06786006	PAV SURF PREP FOR MRK (12")	LF	300	\$ 1.00	\$ 300.00
01606004	FURNISHING AND PLACING TOPSOIL (6")	SY	750	\$ 3.00	\$ 2,250.00
01646009	BROADCAST SEED (TEMP) (WARM)	SY	750	\$ 1.00	\$ 750.00
01666001	FERTILIZER	AC	1	\$ 500.00	\$ 250.00
01686001	VEGETATIVE WATERING	MG	1	\$ 20.00	\$ 20.00
10046001	TREE PROTECTION	EA	10	\$ 500.00	\$ 5,000.00
05066038	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,500	\$ 3.00	\$ 10,500.00
05066039	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,500	\$ 1.00	\$ 3,500.00
05066041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	100	\$ 5.00	\$ 500.00
SUB-TOTAL CONSTRUCTION					\$ 694,580.00
05006001	MOBILIZATION	LS	1	\$ 69,458.00	\$ 69,458.00
TOTAL CONSTRUCTION					\$ 764,038.00

Engineering PS&E	15.0%	\$120,000.00
Survey	4.0%	\$30,000.00
Environmental	1.5%	\$20,000.00
TxDOT	15.0%	\$115,000.00
TOTAL ENGINEERING COST		\$285,000.00

TOTAL PROJECT COST	\$ 1,049,038.00
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February 9, 2021

Ms. Michelle Meaux
TA/SRTS Program Coordinator
Texas Department of Transportation
7901 North IH 35
Austin, Texas 78753

RE: 2021 TA Submissions

Dear Ms. Meaux:

I am pleased to submit the Hays County, Texas (County) 2021 TxDOT Transportation Alternatives (TA) Set-Aside Program funding application for *FM 2325 Pedestrian Safety Access Improvement Project* (Project). The project will provide safety infrastructure for non-driver access and provide non-motorized roadway users access to our local businesses. These users include visitors, residents, and students. With this funding, the County with the City of Wimberley plan to implement the following project:

- *FM 2325 Pedestrian Safety Access Improvement Project.* The project includes construction of a 6-ft ADA compliant sidewalk along the west side of Carney Lane from Danforth Junior High then widening to an 8-ft ADA compliant sidewalk along the south side of FM 2325 to Green Acres, crossing to the north side at the signal, and terminating approximately 325' east of Green Acres. The sidewalk termini connect to an existing sidewalk for access to the HEB Grocery store. A total of 0.84 mile of a safe and accessible path.

The Project is part of a multi-phase Wimberly Valley Trails Master Plan connecting residences, business, schools, and public facilities with a safe non-motorized mobility access option. The Project will provide students access to students from Danforth Junior High and Wimberley High. The connectivity will also provide a safe route for visitors who walk along FM 2325 to reach Wimberley Market Days. The Project will increase pedestrian connectivity with new infrastructure and help close gaps in the sidewalk network. The Project is vital for the County and City of Wimberley, as it will provide a safe ADA accessible route to travel to and from various locations within the City.

Hays County, Texas is committed to the local match requirements (\$210,000), non-reimbursable costs and 100% of overruns, if any. Additionally, given the current circumstances, the County will let this project well within three (3) years of the Advance Funding Agreement.

If you have any questions or concerns, please feel free to contact my office at (512) 847-7352.

Sincerely,

Lon Shell
Hays County Commissioner
Precinct 3

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 Constable Precinct 5 Office to purchase one replacement OptiPlex 7080 Computer valued at \$651.59 for the Constable and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 2, 2021	\$652

LINE ITEM NUMBER

001-639-00-5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable John Ellen	JONES	N/A

SUMMARY

The Constable desktop computer is not functioning properly, is no longer under warranty and would be cost prohibitive to repair. Funds are available within their operating budget to purchase the replacement computer.

Attachment: Dell Quote #3000077331178.1
DIR-TSO-3763
Contract #C000000006841

Budget Amendment:
Increase Computer Equipment_Ops - .5712_400
Decrease Fuel - .5271



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Product

OptiPlex 7080 Small Form Factor

Unit Price

\$651.59

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Subtotal

\$651.59

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Subtotal:	\$651.59
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$651.59

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 extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 122 days (June 30, 2021) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 2, 2021	\$15,000

LINE ITEM NUMBER

001-620-00.5310

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey	BECERRA	N/A

SUMMARY

The four (4) year contract for Bank Depository expired on May 31, 2020. A new solicitation was issued on April 21, 2020 (RFP 2020-P010) and the County received one response. The court has previously authorized three contract extensions with Sage Bank (through February 28, 2021) in an effort to negotiate and secure a new bank depository contract. The Treasurer has been unable to successfully negotiate a contract that would meet the needs of the County, therefore requested a fourth extension with Sage Bank through June 30, 2021 to allow Hays County to resolicit and secure a new contract.

Budget Amendment:

Increase Bank Depositor Fees - 001-620-00.5310

Possible Funding: County Wide Contingencies - 001-645-00.5399



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

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

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

February 25, 2021

Sage Capital Bank, N.A.
Gonzales, TX 78629

RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on February 28, 2021 and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 122 days while a new contract is secured. This contract extension will be with the following conditions: Sage Bank will not pay any interest on the accounts, Pledged securities will be by Federal Home Loan Bank letter of credit to sufficiently collateralize all existing and expected deposits during tax season and the County will pay for the letter of credit fee, and Sage bank will assess a \$5,000.00 monthly service charge. This extension will expire upon the execution of a new contract pursuant to a new contract or on June 30, 2021, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to purchasing@co.hays.tx.us and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature

Company

Printed Name

Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

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 renewal of IFB 2017-B03 Cemetery Maintenance for one additional year as stated in the original bid.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

Budgeted at \$28,500

LINE ITEM NUMBER

001-695-00.5491

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jerry Borcharding

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

In 2018, Greater Texas Landscape Services was acquired by Brightview Landscape Services. All terms and conditions remain unchanged and in full force in effect as stated in the original bid. This is the fourth and final renewal of this contract and will be effective March 9, 2021 - March 8, 2022.



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

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

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

February 25, 2021

Greater Texas Landscape Services
1141 Penion Drive
Austin, TX 78748

RE: Annual contract renewal

The annual contract for Cemetery Maintenance, IFB 2017-B03 is scheduled to expire on March 8, 2020. This letter will serve as official notice that Hays County would like to exercise its fourth (4th) and final option to renew the existing contract for one (1) additional year effective March 9, 2021 – March 8, 2022, provided all terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature

Company

Printed Name

Date

Approved by the Hays County
Commissioners Court on:

Ruben Becerra
Hays County Judge

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 support the Indigenous Cultures Institute for programming that informs about the Native people and restores lost history using \$1,500.00 of the County Judge's available Community Program funds.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 2, 2021	\$1,500

LINE ITEM NUMBER

001-600-00.5353

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

The County Judge would like to utilize available funding to assist the ICI. Funds are available within the County Judge's current operating budget to provide sponsorship support.

Attachment: ICI Letter Request for Sponsorship



February 19, 2021

Honorable Hays County Judge Ruben Becerra
Hays County Courthouse
San Marcos, TX 78666

Honorable Judge Becerra:

Indigenous Cultures Institute serves Hays County and Central Texas with Indigenous programming that informs about the Native people who have a 14,000 year history of occupancy in this area. As you know, most of the Texans who identify as Hispanic are actually of Indigenous heritage, a fact that has been deliberately and systematically eliminated from our history education in schools and from the general knowledge of most of our citizenship. Our programs are essential in restoring this lost history and Indigenous identity so that our Hispanic-Indigenous communities can proudly assume their productive place in society.

Due to the pandemic our organization has suffered serious financial hardship that negatively impacts our programs. In normal times we have relied primarily on hotel bed tax funds which were also negatively impacted, and on local funding sources, which are few. Traditionally, the general public has been dismissive of our history loss and the need for our children to embrace their Indigenous culture; so local mainstream society does little to contribute financially to our nonprofit programs. In short, we need financial assistance.

We are hoping that you will consider allocating \$1,500 towards our organization's work, which supports Hays County in maintaining a healthy and hardworking Hispanic-Indigenous population. We insure that our children will value their history and home, Hays County, as a place where they can finish school, get a good job, raise a healthy family, and be responsible citizens. We hope you can help us with our work.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mario Garza", followed by a horizontal line.

Mario Garza, Ph.D.
Board of Elders Chair

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Waldrip Insurance Agency in the amount of \$875.00 in which no purchase order was issued as required per the County Purchasing Policy and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 2, 2021	\$875

LINE ITEM NUMBER

001-600-00-5302

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Becerra	BECERRA	N/A

SUMMARY

The County Judge's Office renewed the annual fidelity bond for the Judge and attempted to obtain the purchase order; however, funds were not available within their operating budget to cover the premium increase in the annual renewal. The County Judge requests court approval to move additional funds into his operating budget to cover this invoice.

Attachment: Waldrip Insurance Agency Invoice #048354

Budget Amendment:

Increase County Judge Membership Fees & Bonds: 001-600-00.5302

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

WALDRIP INSURANCE AGENCY,**INVOICE**

P.O. BOX 805
116 N. LBJ
SAN MARCOS, TX 78667-0805

Entered by: 125
Entered on: 12/02/2020
Producer: 100

RUBEN BECERRA
111 E. SAN ANTONIO STREET
San Marcos, TX 78666-

Customer	Date	Invoice#
102252	01/01/2021	048354
Policy Number	Policy Effective	Policy Expiration
601144058	01/01/2021	01/01/2022

Please detach and return with remittance

Amount Remitted \$ _____

Company	Classification	Transaction	Description	Premium	Credit
LIBERTY MUTUAL INS	FIDELITY BOND	RENEWAL		875.00	
RECEIVED IN THE OFFICE OF HAYS COUNTY AUDITOR DEC 18 2020					
PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY				Please Pay This Amount	875.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFQ 2021-Q06 CDBG Engineering Services and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE

CONSENT

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Tammy Crumley

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Hays County, Texas is seeking to enter into a professional engineering services contract with a state registered engineer for the development of a grant application and – pending funding award – implementation of a Texas Community Development Block Grant (CDBG) Program, Community Development Fund project administered through the Texas Department of Agriculture for FY2021-FY2022. The proposed project lies within the Cedar Oak Mesa Water Supply Corporation service area west of Wimberley in southwestern Hays County.

Attached:

RFQ 2021-Q06 CDBG Engineering Services Solicitation
Attachment A: FHWA 1273-2



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFQ 2021-Q06
CDBG Engineering Services

Date Issued: March 2, 2021

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until:
12:00 p.m. local time March 25, 2021.

Qualifications received after the time and date set for submission will be returned unopened.

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFQ must be received in writing no later than 5:00 on March 17, 2021.

Phone No.: (512) 393-5532

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	_____	_____
	Hays County Judge	Date
	_____	_____
	Hays County Clerk	Date

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I. RFQ Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

- ____ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- ____ 2. Vendor Reference Form

Required Forms by Hays County:

- ____ 1. Conflict of Interest Questionnaire completed and signed
- ____ 2. Code of Ethics signed
- ____ 3. HUB Practices signed
- ____ 4. House Bill 89 Verification signed and notarized
- ____ 5. Senate Bill 252 Certification
- ____ 6. Debarment & Licensing Certification signed and notarized
- ____ 7. Vendor/Bidder's Affirmation completed and signed
- ____ 8. Federal Affirmations and Solicitation Acceptance
- ____ 9. Related Party Disclosure Form
- ____ 10 Appendix II to Part 200
- ____ 11. System for Award Management (www.SAM.gov) Entity Registration Page
- ____ 12. Any addenda applicable to this solicitation

Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:

- ____ 1. Electronic Submission of Bid Packet through BidNet Direct or
- ____ 2. One original of the statement of qualifications and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:

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

II. Summary

- 1. Type of Solicitation:** Request for Qualifications
- 2. Solicitation Number:** RFQ 2021-Q06
CDBG Engineering Services
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed Summary of Qualifications marked with Solicitation Number and Respondent Name on the outermost envelope
Two (2) originals and one (1) digital copy on a thumb drive
- 5. Deadline for Responses:** In issuing office no later than:
Thursday, March 25, 2021; 12:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** April 2021-March 2022
- 7. Optional Contract Terms:** Renewals as needed until successful project completion
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than March 17, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus.
- 10. Addenda** Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with qualification submission.
- 11. Contact with County Staff:** Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

III. Specifications

A. Introduction

Hays County, Texas is seeking to enter into a professional engineering services contract with a state registered engineer for the development of a grant application and – pending funding award – implementation of a Texas Community Development Block Grant (CDBG) Program, Community Development Fund project administered through the Texas Department of Agriculture for FY2021-FY2022. The proposed project lies within the Cedar Oak Mesa Water Supply Corporation service area west of Wimberley in southwestern Hays County.

B. Scope of Work

Hays County is seeking to contract with a competent engineering firm which is registered to practice in the State of Texas that has experience in the following areas:

- Public drinking water supply projects.
- Federally funded Community Development Block Grant program, through either the HUD Small Cities or Texas Community Development Program construction projects; and
- Projects located in this general region of the state.

The engineering contract will encompass all project-related engineering services to the County, including but not limited to the following areas:

- Development/preparation of a Table 2 (cost estimate), project map and certification documents for the County's TDA grant application.
- Contingent upon funding award through the CDBG program:
 - Preliminary and final design plans and specifications.
 - Preparation of the bid packet.
 - Conduct all field testing and inspections (interim and final); and
 - Other special services.

Specify actual tasks to be performed under each of these categories within your proposal. Provide within your proposal a list of past local government clients, as well as resumes for all engineers/staff who will or may be assigned to this project should you receive the engineering services contract award.

C. Qualifications

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

Include verification that the company as well as the company's principals are not listed (are not

debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

D. Submittal Requirements

Vendor must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposals with required forms manually signed by the Vendor with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the Vendor.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

E. Proposal Requirements

Proposals shall not exceed ten (10) pages (5 sheets front and back) in length, but not including:

- Letter of Transmittal
- Title Page
- Table of Contents
- Appendix materials
- Front and rear covers

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 10-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if

proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 10-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 10-page limit. Required forms (see Section I. RFP Submittal Checklist) do not count towards the 10-page limit.

F. Evaluation Criteria

Proposals will be evaluated by Hays County staff. Proposals will be ranked according to the criteria outlined below.

<i>Criteria</i>	<i>Points</i>
<i>Experience</i>	60
<i>Work Performance</i>	25
<i>Capacity to Perform</i>	15
<i>Total Maximum Points</i>	100

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

G. Award of Contract

Upon review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court to negotiate a contract with the highest scoring respondent.

The County reserves the right to accept in part or in whole any proposals submitted and waive any technicalities for the best interest of the County.

Respondent agrees, if the proposal it accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications, if any. The period for acceptance of the responses will be ninety (90) calendar days.

If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

H. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful respondent

agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the property owner. The property owner shall not pay for services that are unsatisfactory.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms And Conditions For Solicitations Applicable To: Request for Qualifications (RFQ)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFQ and negotiated cost proposal.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing

Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material,

equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.

- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. **INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;

- a. Name County as additional insured as its interests may appear.
- b. Provide County a waiver of subrogation.
- c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award.

Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.

- e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

VI. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VII. Certificate of Interested Parties

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

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

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above please or have any questions please contact Purchasing at 512-393-5532.

VIII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="text-align: center; border-top: 1px solid black; width: 60%; margin: 0 auto;"> Name of Officer </div>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> 		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%; border-top: 1px solid black; text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; border-top: 1px solid black; text-align: center;"> Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

IX. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

X. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

XI. Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XII. Hays County Purchasing Department Senate Bill 252 Certification

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

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XIII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

XIV. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid 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

XV. FHWA 1273-2 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment A.
Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

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

XVI. Related Party Disclosure Form



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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

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

Hays Employee/Former Hays Employee Name	Title

Name of Person Related	Title	Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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

XVII. Appendix II to Part 200:

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of
- RFQ 2021-Q06 CDBG Engineering Services

experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I have read, understand, and agree to comply with the contract provisions laid out in Appendix II Part 200 specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____ Telephone: _____

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of Contract Amendment No. 1 with BGE, Inc. to provide Construction Engineering, Inspection & Testing (CE&I) services as part of the On-Call CE&I contract related to the Dacy Lane 2016 Road Bond Program and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 2, 2021	\$700,000

LINE ITEM NUMBER

027-802-96-634-5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

Request a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4), reviewed by the Assistant County Auditor.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	INGALSBE	JONES

SUMMARY

This Contract Amendment increases the contract compensation cap by \$700,000.00 from \$750,000.00 to \$1,450,000.00 to allow for BGE to execute a Work Authorization for the Dacy Lane Road Bond Project [2-634/8-634].

BGE was selected to provide on-call CE&I services through RFQ 2020-Q03 and was awarded an on-call CE&I contract on August 18, 2020. On December 22, 2020, BGE was selected to perform CE&I services for the Dacy Lane project. The fee for these services for the Dacy Lane project is estimated at \$1,440,000.00. This effort will be funded by Priority Bond Funds.

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:

On-Call CE&I RFQ 2020-Q03 (“Project”)

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective August 18, 20 20 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 750,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$750,000 to \$1,450,000.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Wesley E. Jasek, P.E.
Signature

Wesley E. Jasek
Printed Name

Vice President
Title

February 16, 2021
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date



2/19/2021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #EAIC088000002 in the amount of \$120,448.82 and the acceptance of roads into the county road maintenance system for Shadow Creek subdivision, Phase 5, Section 1.

ITEM TYPE

ACTION-ROADS

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: a segment of Twisted Oaks Lane (528 ft.), Eagle Brook Lane (1,674 ft.), Corvid Drive (650 ft.), and Vestral Road (1,018 ft.).

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 release of the maintenance bond #K09232928 in the amount of \$97,400.60 and the acceptance of roads into the county road maintenance system for Shadow Creek subdivision, Phase 6, Section 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 2, 2021	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Sandy Path (789 ft.), a segment of Twisted Oaks Lane (310 ft.), Pearl Way (1,446 ft.), and Eagle Brook Lane (473 ft.).

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 release of the maintenance bond #714904P in the amount of \$155,244.00 and the acceptance of roads into the county road maintenance system for Parten Ranch subdivision, Phase 1.

ITEM TYPE

ACTION-ROADS

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Cistern Way (1,748 ft.), Parten Ranch Parkway (2,187 ft.), Two Creeks Lane (1,867 ft.), Pear Tree Lane (516 ft.), and Eglehart Road (907 ft.).

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 Standard Utility Agreement (SUA) Supplemental No. 2 between Hays County and Maxwell SUD for utility relocations for the FM 110 North project in Precinct 1 as part of the Partnership Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 2, 2021	\$51,399.71

LINE ITEM NUMBER

033-801-96-513.5623_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	INGALSBE	N/A

SUMMARY

The supplemental agreement is necessary to update 2017 cost estimate and to upsize from a 18" steel casing to a 24" steel casing for 230 linear feet, and to upsize from a 6" PVC to a 12" PVC carrier pipe for 250 linear feet. There is a new established betterment ratio of 2.27%. The supplemental agreement is an increase of \$51,399.71.

STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 2 TO FM 110 M (Maxwell SUD)

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (***the "County"***) and Maxwell SUD (***the "Utility"***) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

Whereas, the **County** and **Utility** executed a Standard Utility Agreement on October 31, 2017, concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

Whereas, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

Whereas, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

Whereas, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: Upsizing from a 18" steel casing to a 24" steel casing for 230 linear feet and upsizing from a 6" PVC to a 12" PVC carrier pipe both in the length of 250 linear feet and adjustment cost base on current cost. There is a new established betterment ratio of 2.27%, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

Now, Therefore, Be It Agreed:

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by \$ 51,399.71 for a total of \$ 970,936.33. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

STANDARD UTILITY AGREEMENT
SUPPLEMENTAL AGREEMENT No. 2 TO FM 110 M (Maxwell SUD)
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

HAYS COUNTY

Utility: Maxwell SUD
Name of Utility

By: _____
Authorized Signature

By: 
Authorized Signature

Debbie Ingalsbe
Print or Type Name

Title: General Manager

Title: Hays County Commissioner

Date: 12-16-2020

Date: _____

ATTACHMENT “A”

Plans and In-Kind Estimates:

FM 110 North In-Kind Estimate Totals

Engineering	\$63,287.22
6" Crossing	\$107,552.69
Harris Hill	\$116,342.62
Highway 21	\$96,077.07
Highway 80	\$356,957.11
Yarrington Rd	<u>\$208,705.74</u>
 Total	 \$948,922.45

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

Project: FM110 MAXWELL WSC RELOCATES
SECTION: ALL

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVMENTS

ENGINEERING ESTIMATE

TITLE	RATE	HOURS	TOTAL	
P.E.	\$ 150.00	80	\$	12,000.00
E.I.T	\$ 100.00	248	\$	24,800.00
C.A.D.	\$ 95.00	278	\$	26,410.00
			\$	63,210.00

	RATE	MILES	TOTAL	
MILEAGE	\$ 0.55	140.4	\$	77.22

TOTAL: \$ 63,287.22

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: 6" CROSSING

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 7,572.80
7154 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 3,786.40
	W 18" STEEL CASING	L.F.	230.00	\$ 250.00	\$ 57,500.00
7087 6002	W 6" PIPE - PVC C900 DR 18	L.F.	250.00	\$ 20.00	\$ 5,000.00
7056 6080	W DI FITTINGS	TONS	0.35	\$ 5,000.00	\$ 1,750.00
	W 6" WATER TIE IN	EA.	2.00	\$ 3,500.00	\$ 7,000.00
7058 6039	W HYDROSTATIC TESTING	EA.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	72.00	\$ 4.00	\$ 288.00
7021 6003	W REMOVE 6" WATER LINE	L.F.	230.00	\$ 3.00	\$ 690.00

SUB TOTAL \$ 87,087.20
ENGINEERING FEE (8.5 %) \$ 7,402.41
CONTINGENCY FEE (15%) \$ 13,063.08

TOTAL THIS LOCATION: \$ 107,552.69

PREPARED BY



RICHARD M. GALLEGOS, P.E.
PRESIDENT

21-Jul-20

DATE

APPROVED BY

MAXWELL WATER SUPPLY CORPORATION

DATE

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: HARRIS HILL

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 8,191.70
7154 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 4,095.85
7087 6002	W 6" PIPE - PVC C-900 DR-18	L.F.	891.00	\$ 20.00	\$ 17,820.00
	W 18" STEEL CASING BY OPEN CUT	L.F.	220.00	\$ 125.00	\$ 27,500.00
	W 18" STEEL CASING BY BORE	L.F.	64.00	\$ 200.00	\$ 12,800.00
7056 6020	W 6" GATE VALVE	EA.	3.00	\$ 2,500.00	\$ 7,500.00
7056 6080	W DI FITTINGS	TONS	0.25	\$ 5,000.00	\$ 1,225.00
7032 6219	W 6" WATER TIE IN	EA.	3.00	\$ 3,500.00	\$ 10,500.00
7059 6039	W HYDROSTATIC TESTING	EA.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	268.00	\$ 4.00	\$ 1,072.00

SUB TOTAL \$ 94,204.55
ENGINEERING FEE (8.5 %) \$ 8,007.39
CONTINGENCY FEE (15%) \$ 14,130.68

TOTAL THIS LOCATION: **\$ 116,342.62**

PREPARED BY



RICHARD M. GALLEGOS, P.E.
PRESIDENT

20-Jul-20

DATE

APPROVED BY

MAXWELL WATER SUPPLY CORPORATION

DATE

Gallegos Engineering, Inc
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT FM 110 MAXWELL WSC RELOCATES
SECTION HIGHWAY 21

ENGINEER GALLEGOS ENGINEERING, INC

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 6,764.80
7154 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 3,382.40
7087 6002	W 6" PIPE - PVC C900 DR 18	L.F.	240.00	\$ 20.00	\$ 4,800.00
	W 18" STEEL CASING	L.F.	199.00	\$ 250.00	\$ 49,750.00
7056 6080	W DI FITTINGS	TON	0.35	\$ 5,000.00	\$ 1,750.00
7032 6219	W 6" WATER TIE IN	EA	2.00	\$ 3,500.00	\$ 7,000.00
7059 6039	W HYDROSTATIC TESTING	EA	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	32.00	\$ 4.00	\$ 128.00
7021 6003	W REMOVE 6" WATER LINE	L.F.	240.00	\$ 3.00	\$ 720.00

SUB TOTAL \$ 77,795.20
ENGINEERING FEE (8.5 %) \$ 6,612.59
CONTINGENCY FEE (15%) \$ 11,669.28

TOTAL THIS LOCATION: \$ 96,077.07

PREPARED BY



RICHARD M. GALLEGOS, P.E.
PRESIDENT

21-Jul-20

DATE

APPROVED BY

MAXWELL WATER SUPPLY CORPORATION

DATE

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: HIGHWAY 80

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 25,133.40
7159 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 12,566.70
7049 6018*	W 16" PIPE - PVC C905	L.F.	782.00	\$ 146.00	\$ 114,172.00
	W 16" PIPE ABAND., GROUTED EA. END	EA.	2.00	\$ 2,000.00	\$ 4,000.00
7073 6001*	W 30" STEEL CASING	L.F.	460.00	\$ 200.00	\$ 92,000.00
7032 6099*	W 16" GATE VALVE	EA.	2.00	\$ 10,000.00	\$ 20,000.00
7056 6080	W DI FITTINGS	TON	1.02	\$ 5,000.00	\$ 4,590.00
7056 6061*	W 16" TIE IN, WFT CONNECTIONS	EA.	2.00	\$ 6,000.00	\$ 12,000.00
7058 6039	W HYDROSTATIC TESTING	EA.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	135.00	\$ 4.00	\$ 1,072.00

SUB TOTAL \$ 289,034.10
ENGINEERING FEE (8.5%) \$ 24,567.90
CONTINGENCY FEE (15%) \$ 43,355.12

TOTAL THIS LOCATION: \$ 356,957.11

PREPARED BY:



RICHARD M. GALLEGOS, P.E.
PRESIDENT

21-Jul-20

DATE

APPROVED BY:

MAXWELL WATER SUPPLY CORPORATION

DATE

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: YARRINGTON ROAD

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 14,695.00
7154 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 7,347.50
	W 12" PIPE - PVC C900 DR18	L.F.	1,475.00	\$ 36.00	\$ 53,100.00
7056 6057	W 24" STEEL CASING, BY OPEN CUT	L.F.	230.00	\$ 300.00	\$ 69,000.00
	W 12" GATE VALVE	E.A.	2.00	\$ 3,000.00	\$ 6,000.00
7056 6080	W DI FITTINGS	TONS	0.75	\$ 5,000.00	\$ 3,750.00
7056 6059	W 12" WATER TIE IN	E.A.	2.00	\$ 4,000.00	\$ 8,000.00
7058 6039	W HYDROSTATIC TESTING	E.A.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	900.00	\$ 4.00	\$ 3,600.00

SUB TOTAL: \$ 168,992.50
ENGINEERING FEE (8.5 %) \$ 14,364.36
CONTINGENCY FEE (15%) \$ 25,348.88

PREPARED BY



RICHARD M. GALLEGOS, P.E.
PRESIDENT

21-Jul-20

DATE

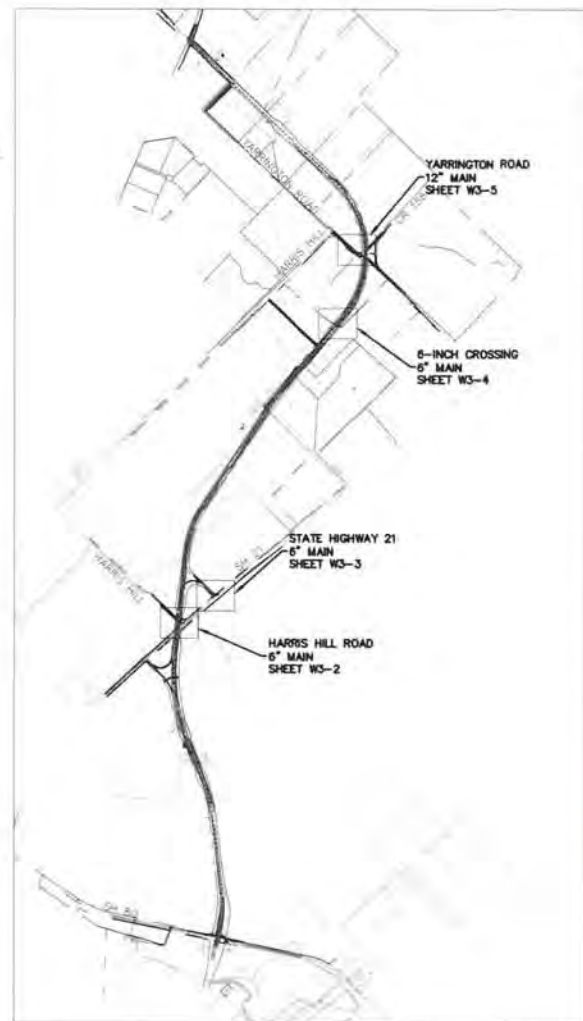
TOTAL FOR THIS LOCATION: \$ 208,705.74
APPROVED BY

MAXWELL WATER SUPPLY CORPORATION

DATE

- GENERAL NOTES**
- ALL VALVES SHALL REMAIN CLOSED UNTIL MAINS HAVE BEEN DISINFECTED, FLUSHED, AND RELEASED FOR PUBLIC USE BY THE ENGINEER.
 - EXISTING UTILITIES SHOWN ARE TAKEN FROM VARIOUS UTILITY COMPANY RECORDS, CONTRACT LOGS, THE PLANT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND DRAINAGE STRUCTURES, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO BEGINNING CONSTRUCTION. CONTRACTORS SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND DRAINAGE STRUCTURES DURING CONSTRUCTION.
 - ALL EXCAVATION SHALL BE UNCLASSIFIED REGARDLESS OF MATERIAL ENCOUNTERED.
 - RODERS ARE NOTIFIED TO MAKE SUBSURFACE INVESTIGATIONS AS THEY DEEM NECESSARY. NO ADDITIONAL PAYMENT WILL BE MADE FOR WATER, SAND, GRAVEL OR OTHER UNSTABLE CONDITIONS ENCOUNTERED IN EXCAVATIONS.
 - DESIGN OF TRAFFIC AROUND WORK ACTIVITIES, MAINTENANCE OF TRAFFIC CONTROL, SIGNS, AND FLAGMEN ARE THE CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAYMENT WILL BE MADE.
 - THE CONTRACTOR SHALL PROTECT ALL OPEN EXCAVATIONS AND EQUIPMENT FROM SHOULDER, PEDESTRIANS, AND VEHICLES IN THE AREA.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL UTILITIES IN THE ROAD AREA TO THEIR ORIGINAL CONDITION PRIOR TO COMPLETION OF THE PROJECT. THIS SHALL APPLY TO ALL UTILITIES IN THE ROAD AREA WHETHER THEY ARE SHOWN ON THE PLANS OR NOT.
 - CONTRACTOR SHALL PROTECT ALL CONSTRUCTION STAKES, MARKS, ETC., DESTROYED OR REMOVED BY THE CONTRACTOR OR HIS EMPLOYEES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
 - THE CONTRACTOR SHALL COMPLY WITH EACH INDIVIDUAL PROPERTY OWNER AS TO THE LOCATION OF EACH INDIVIDUAL UTILITY BOX.
 - CONTRACTOR SHALL DISCONNECT ALL NEW WATER MAINS BEFORE TYPING INTO EXISTING WATER MAINS.
 - ALL VALVES SHALL BE PERMANENTLY MARKED BY THE USE OF A VALVE MARKER. NO SEPARATE PAY ITEM.
 - CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS, AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS AND THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS, AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.
 - CONTRACTOR SHALL MAINTAIN FENCING FOR THE CONTAINMENT OF UNDESIRED DURING CONSTRUCTION. ALL FENCES REMOVED FOR CONSTRUCTION SHALL BE REPLACED. ALL REQUIRED FENCING SHALL BE INCIDENTAL TO CONSTRUCTION AND NOT A SEPARATE PAY ITEM.
 - ALL DRIVEWAYS, INCLUDING DRIVE PIPES, COVERTS AND HEADWALLS, DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR TO EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITION. ASPHALT DRIVEWAYS ARE NOT ALLOWED TO BE CUT WITHOUT OWNER'S PERMISSION. INSTALLATION OF WATER MAINS CROSSING CONCRETE DRIVEWAYS SHALL BE REPAIRED. ALL DRIVEWAY, CURB AND HEADWALL REPAIR SHALL BE INCIDENTAL TO CONSTRUCTION AND NOT A SEPARATE PAY ITEM. DRIVEWAY REPAIRMENT REPAIR SHALL BE PAID FOR AS PER ITEM NO. 02200, "CUTTING AND PATCHING ASPHALT DRIVEWAYS, ASPHALT DRIVEWAYS, CONCRETE DRIVEWAYS OR DRIVEWAYS, INSTEAD OF FOR BORING UNDER CONCRETE DRIVEWAYS SHALL BE PAID FOR AS PER ITEM 02400, "BORING AND CASING PIPE UNDER HIGHWAYS, RAILROADS, OR OTHER AREAS".
 - LOCATIONS OF COMBINATION AIR VALVES WHERE SHOWN ON PLANS ARE APPROXIMATE. FINAL LOCATIONS TO BE ADJUSTED IN FIELD AT TIME OF CONSTRUCTION AT THE DISCRETION OF THE ENGINEER.
 - ALL WORK SHALL BE SCHEDULED TO TAKE PLACE ON MONDAY THROUGH THURSDAY DURING NORMAL WORK HOURS. CONTRACTOR SHALL NOTIFY MANS. AIR HOURS PRIOR TO SERVICE. SHALL NOT AFFECTING CUSTOMERS. SERVICE SHALL NOT BE SHUT OFF FOR MORE THAN EIGHT (8) HOURS AT A TIME.
 - THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PROPERTY, INCLUDING, BUT NOT LIMITED TO, FENCING, FURNITURE, DRIVEWAYS, LAMPS, COVERTS, AND TREES AT NO COST TO THE OWNER.
 - THE CONTRACTOR SHALL PROVIDE EROSION CONTROL. AT ALL CULVERT, STREAM AND DRAINAGE SHALL CROSSINGS. EROSION CONTROL MEASURES SHALL INCLUDE AS A MINIMUM Silt FENCES. Silt FENCES SHALL BE INSTALLED PRIOR TO DISTURBANCE OF THE WORK AREAS AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION OF THE DISTURBED AREAS. UPSTREAM EROSION CONTROL SHALL BE COORDINATED WITH THE ENGINEER.
 - THE CONTRACTOR SHALL REMOVE AND REPLACE ANY MAINTENANCE TRAFFIC OR ROAD SIGNS ENCOUNTERED. NO SEPARATE PAY ITEM.
 - CONTRACTOR SHALL SUBMIT TO ENGINEER PROPOSED CONSTRUCTION SEQUENCE PRIOR TO BEGINNING CONSTRUCTION.
 - ALL FITTINGS ARE TO BE CASTLE IRON, MECHANICAL JOINT TYPE, UNLESS OTHERWISE NOTED ON PLANS.

- ALL TRENCH EXCAVATIONS SHALL BE INSPECTED BY OWNER AND/OR ENGINEER PRIOR TO BACKFILLING.
- ALL EXISTING VALVES SHOWN ON PLANS TO BE ABANDONED, SHALL HAVE BOXES REMOVED AND SHALL BE BACKFILLED ACCORDING TO SPECIFICATIONS. NO SEPARATE PAY ITEM.
- CONTRACTOR SHALL CONTAIN ALL CONSTRUCTION AND STAGING WITHIN EXISTING UTILITY EASEMENTS, UNLESS OTHER ARRANGEMENTS ARE MADE WITH OWNER AND/OR TOWN.
- WHERE THE NEW WATER MAIN SHOWN ON THE PLANS REQUIRES CROSSING AN EXISTING WATER MAIN, OR OTHER UTILITY, THE CONTRACTOR SHALL VERTICALLY DEFLECT THE PROPOSED WATER MAIN. DEFLECTION SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATIONS. FITTINGS ARE NOT PERMISSIBLE, UNLESS OTHERWISE SHOWN ON THE PLANS. NO SEPARATE PAY ITEM.
- WATER MAINS SHALL BE INSTALLED WITH 36" MINIMUM COVER OVER THE TOP OF THE PIPE, UNLESS OTHERWISE NOTED ON THE PLANS OR SHEETED BY THE ENGINEER.
- CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM ALL CONCRETE FOUNDATIONS, MAINTENANCE AND OVERFLOW BOXES THROUGHOUT THE PROJECT SITE.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RICHARD M. GALLEGOS, P.E. 86916 NOVEMBER 11, 2016 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT



GALLEGOS ENGINEERING, INC.

SAN ANTONIO, TEXAS www.galleqseeng.com PH: 2184418812

FIRM REGISTRATION # E-001084

**FM 110 NORTH SEGMENT
MAXWELL WSC
GENERAL NOTES & PLAN SCHEDULE**

SCALE 1"=4,000' SHEET W3-1 OF 7

DESIGN BY	DESIGN	FEDERAL NO. PROJECT NO.	SHEET NO.
RMG	6		
DRAWN BY	STATE	DET. NO.	COUNTY
SG	TX	AUS	HAYS
CHECKED BY	CONTROL	SECTION	JOB
RMG	3545	01	FM 110

GENERAL NOTES

- At materials and construction procedures within the scope of this contract shall be approved by MAXWELL WSC and comply with the following:
 - Current Texas Commission on Environmental Quality (TCEQ) Rules for Public Water Systems (30 TAC 14.14, 30 TAC 24.14, and 30 TAC 24.16)
 - Current TCEQ "Standard Specifications for Construction of Highways, Streets and Bridges"
 - Current "Uniform Standard Specifications for Construction"
 - Current "Standard Specifications for Public Works Construction"
- The Contractor/Owner is to verify the main underground utility location and depth of all existing utilities and structures and to report to the City of San Antonio the location and depth of all existing utilities and structures within 48 hours before beginning any excavation.
- The location and depth of all existing utilities and structures are to be verified by the Contractor/Owner and to report to the City of San Antonio the location and depth of all existing utilities and structures within 48 hours before beginning any excavation.

Plan Notes

- PROPOSED WATER MAIN TO BE INSTALLED A MINIMUM OF THREE (3) FEET BELOW PROPOSED GROUND SURFACE.
- A MINIMUM 2.0 FOOT VERTICAL CLEARANCE SHALL BE MAINTAINED UNDER EXISTING/PROPOSED DRAINAGE CHANNELS, UTILITY CONDUITS AND MAINS.

NOTE:
CONTRACTOR TO FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES, VALVES, AND APPURTENANCES (NO SEPARATE PAY ITEM)

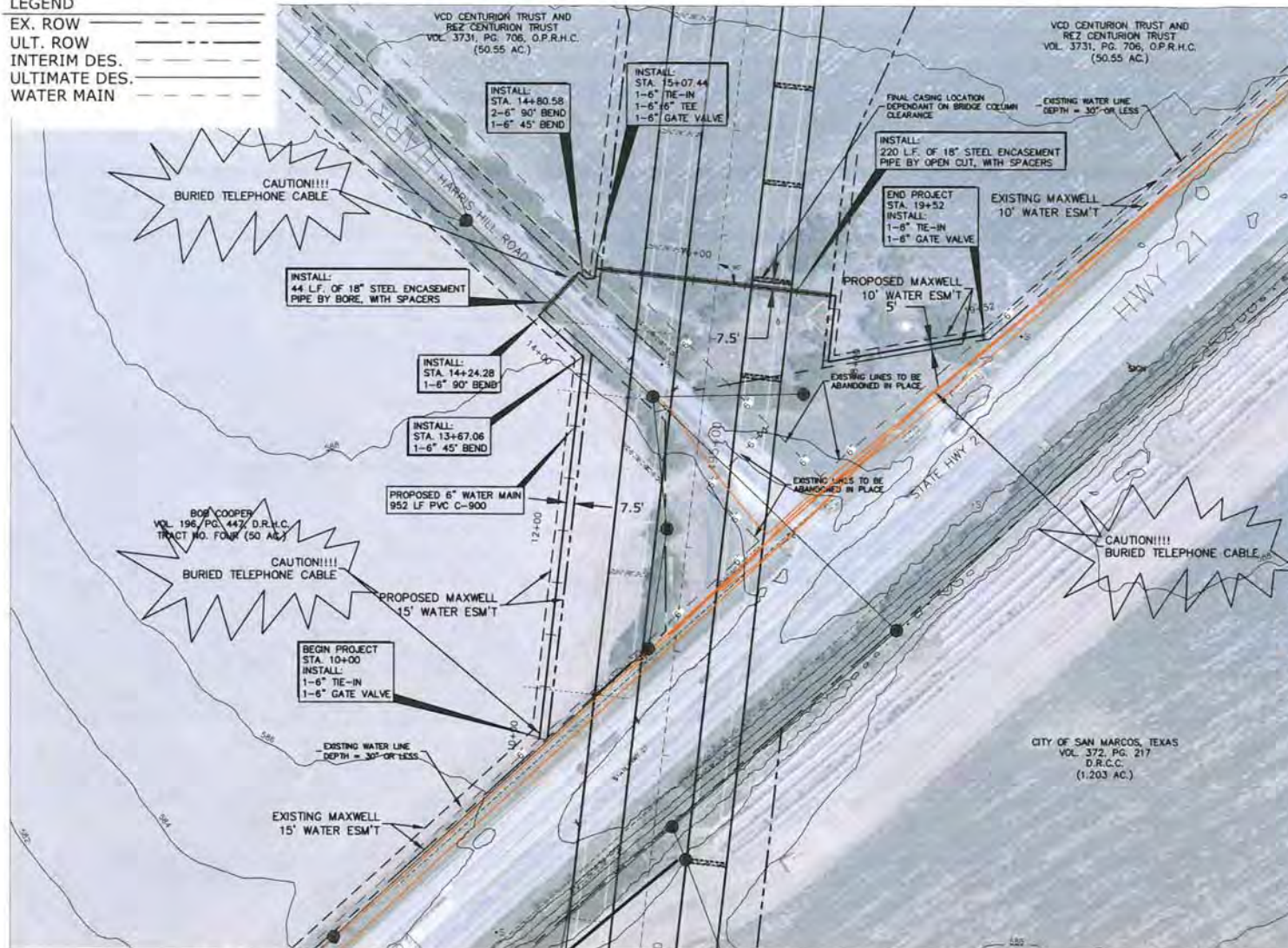
NOTE:
CONTRACTOR SHALL PROVIDE NECESSARY PILING, FITTINGS, COUPLINGS AND OTHER APPURTENANCES NECESSARY TO MAKE TIE-INS. (NO SEPARATE PAY ITEM)

TRENCH EXCAVATION SAFETY PROTECTION

Contractor and/or Contractor's independently retained employee or structural design/geotechnical/safety/equipment consultant, if any, shall review these plans and coordinate geotechnical information and the anticipated installation sites within the project work area in order to implement contractor's trench excavation safety protection systems, programs and/or procedures shall provide for adequate trench excavation safety protection that comply with all applicable OSHA standards for trench excavations. Specifically, Contractor and/or Contractor's independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

LEGEND

EX. ROW
ULT. ROW
INTERIM DES.
ULTIMATE DES.
WATER MAIN



GENERAL NOTES

- All materials and construction procedures within the scope of this contract shall be approved by MARCOS, city and county authorities and comply with the following as applicable:
 - Current Texas Commission on Environmental Quality Design Criteria for Public Water Systems (30 TAC 243.43, 30 TAC 243.44, and 30 TAC 243.45)
 - Current TCEQ "Standard Specifications for Construction of Highways, Streets and Driveways"
 - Current "Utilities Standard Specifications for Construction"
 - Current "Standard Specifications for Public Works Construction"
- The Contractor/Team shall be responsible for restoring existing fences, curbs, streets, drainage, sidewalks, landscaping, structures, etc. to its original or better condition (No Separate Pay Item).
- If damaged, the Contractor/Team shall be responsible for restoring existing fences, curbs, streets, drainage, sidewalks, landscaping, structures, etc. to its original or better condition (No Separate Pay Item).
- The Contractor/Team is to verify and make arrangements with MARCOS or the City's Inspection Division and make adjacent residents and/or property owners aware 48 hours prior to excavation.

Plan Notes

- PROPOSED WATER MAIN TO BE INSTALLED A MINIMUM OF THREE (3) FEET BELOW PROPOSED GROUND SURFACE.
- A MINIMUM 2.5 FOOT VERTICAL CLEARANCE SHALL BE MAINTAINED UNDER EXISTING/PROPOSED DRAINAGE CHANNELS, UTILITY CONDUITS AND MANH.

NOTE:
CONTRACTOR TO FIELD VERIFY
LOCATIONS OF ALL EXISTING
UTILITY LINES, VALVES, AND
APPURTENANCES
(NO SEPARATE PAY ITEM)

NOTE:
CONTRACTOR SHALL PROVIDE NECESSARY
PILING, TITING, EQUIPMENT AND OTHER
APPURTENANCES NECESSARY TO MAKE TIE-INS.
(NO SEPARATE PAY ITEM)

TRENCH EXCAVATION SAFETY PROTECTION

Contractor and/or Contractor's independently retained employee or structural design/geotechnical/safety/equipment consultant, if any, shall review these plans and available geotechnical information and the anticipated installation site(s) within the project work area in order to implement contractor's trench excavation safety protection system, programs and/or procedures shall provide for adequate trench excavation safety protection that comply with as a minimum, OSHA standards for trench excavations. Specifically, Contractor and/or Contractor's independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

NUMBER	DATE	REVISION	APPROVED



SHEET PROJECTED QUANTITIES

DESCRIPTION	UNIT	QUANTITY
MOBILIZATION	LS	1.00
PREPARING RIGHT OF WAY (WATER)	LS	1.00
6" PIPE - PVC SDR 21	L.F.	952.00
18" STEEL CASING BY OPEN CUT	L.F.	220.00
18" STEEL CASING BY BORE	L.F.	44.00
6" GATE VALVE	EA	2.00
DI FITTINGS	TONS	0.35
6" WATER TIE IN	EA	2.00
HYDROSTATIC TESTING	EA	1.00
CHLORINATION	LS	1.00



THE SEAL APPEARING ON
THIS DOCUMENT WAS
AUTHORIZED BY
RICHARD M. GALLEGOS, P.E. 86916
NOVEMBER 11, 2016
ALTERATION OF A SEALED DOCUMENT
WITHOUT PROPER NOTIFICATION
TO THE RESPONSIBLE ENGINEER
IS AN OFFENSE UNDER THE
TEXAS ENGINEERING PRACTICE ACT



SAN ANTONIO, TEXAS www.gallegoseng.com PH: 218.641.8812
FIRM REGISTRATION # F-003084

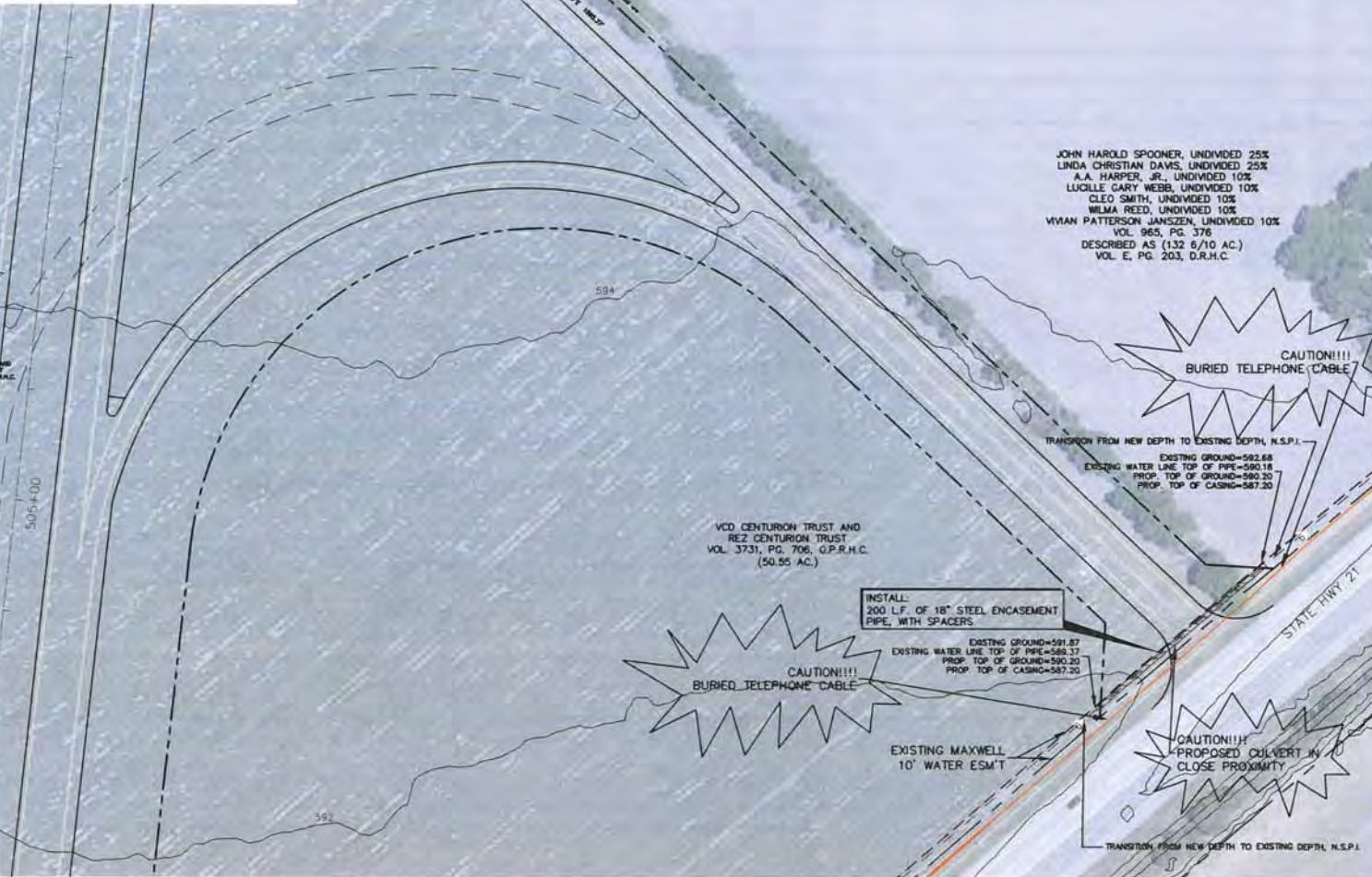
FM 110 NORTH SEGMENT
MAXWELL WSC 6" WATER MAIN
HARRIS HILL ROAD

SCALE: 1"=100' SHEET W3-2 OF 7

DESIGN BY	TECH NO.	FEDERAL AG PROJECT NO.	SHEET NO.
RMG	6		
DRAWN BY	STATE	DIST. NO.	COUNTY
SG	TX	AUS	HAYS
CHECKED BY	CONTROL	SECTION	JOB
RMG	3545	01	FM 110

LEGEND

EX. ROW	---
ULT. ROW	---
INTERIM DES.	---
ULTIMATE DES.	---
WATER MAIN	---



- GENERAL NOTES**
- All materials and construction procedures within the scope of this contract shall be approved by NAWQC, city and county authorities and comply with the following as applicable:
 - Current Texas Commission on Environmental Quality Design Criteria for Public Water Systems (30 TAC 241.43, 30 TAC 243.44, and 30 TAC 243.45)
 - Current TDCS "Standard Specifications for Construction of Highways, Streets and Driveways"
 - Current "Utilities Standard Specifications for Construction"
 - Current "Standard Specifications for Public Works Construction"
 - The Contractor/Owner is to notify and make arrangements with NAWQC or the City's Inspection Division and make adjacent residents and/or property owners within 48 hours prior to excavation.
 - The existence and location of underground utilities indicated on the plan are taken from the best records available and are not guaranteed to be accurate. The Contractor/Owner is responsible for maintaining, reporting, and protecting the integrity of underground utilities and power poles during construction, and is required to call the following numbers 48 hours before beginning any excavation:

Texas State Map One Call Locator 800-543-6003
 - If damaged, the Contractor/Owner shall be responsible for restoring existing streets, curbs, sidewalks, drainage, structures, etc. to its original or better condition (No Separate Pay Item).
 - Trench excavation protection shall be accomplished as required by the provisions of Part 1026, Subpart F-Location, Timing, and Shoring or the Occupational Safety and Health Standards and Interpretations.

- Plan Notes:**
- PROPOSED WATER MAIN TO BE INSTALLED A MINIMUM OF THREE (3) FEET BELOW PROPOSED GROUND SURFACE.
 - A MINIMUM 2.5 FOOT VERTICAL CLEARANCE SHALL BE MAINTAINED UNDER EXISTING/PROPOSED DRAINAGE CHANNELS, UTILITY CONDUITS AND MAINS.

NOTE:
CONTRACTOR TO FIELD VERIFY
LOCATIONS OF ALL EXISTING
UTILITY LINES, VALVES, AND
APPURTENANCES.
(NO SEPARATE PAY ITEM)

NOTE:
CONTRACTOR SHALL PROVIDE NECESSARY
SPRING FITTINGS, COUPLINGS AND OTHER
APPURTENANCES NECESSARY TO MAKE TIE-INS.
(NO SEPARATE PAY ITEM)

TRENCH EXCAVATION SAFETY PROTECTION

Contractor and/or Contractor's independently retained employee or structure design/geotechnical/safety/equipment consultant, if any, shall review these plans and available geotechnical information and the anticipated installation site(s) within the project work area in order to implement contractor's trench excavation safety protection system, programs and/or procedures shall provide for adequate trench excavation safety protection that comply with as a minimum, OSHA standards for trench excavations. Specifically, Contractor and/or Contractor's independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA standards governing the presence and activities of individuals working in, and around trench excavation.

NUMBER	DATE	REVISION	APPROVED
--------	------	----------	----------



SHEET PROJECTED QUANTITIES

DESCRIPTION	UNIT	QUANTITY
MOBILIZATION	L.S.	1.00
PREPARING RIGHT OF WAY (WATER)	L.S.	1.00
18" STEEL CASING	L.F.	200.00



THE SEAL APPEARING ON
THIS DOCUMENT WAS
AUTHORIZED BY
RICHARD M. GALLEGOS, P.E. 86916
FEBRUARY 21, 2017
ALTERATION OF A SEALED DOCUMENT
WITHOUT PROPER NOTIFICATION
TO THE RESPONSIBLE ENGINEER
IS AN OFFENSE UNDER THE
TEXAS ENGINEERING PRACTICE ACT



SAN ANTONIO, TEXAS www.gallegoseng.com PH: 210-641-8812
FIRM REGISTRATION # F-003084

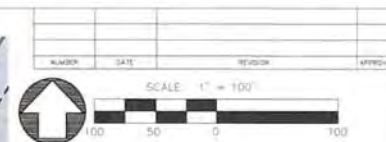
**FM 110 NORTH SEGMENT
MAXWELL WSC 6" WATER MAIN
STATE HIGHWAY 21**

SCALE: 1"=100' SHEET W3-3 OF 7

DESIGN BY:	REV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
RMG	6		
DRAWN BY:	STATE:	DIST. NO.	COUNTY:
SG	TX	AUS	HAYS
CHECKED BY:	CONTROL:	SECTION:	JOB:
RMG	3545	01	
			HIGHWAY NO.
			FM 110

LEGEND

EX. ROW	---
ULT. ROW	---
INTERIM DES.	---
ULTIMATE DES.	---
WATER MAIN	---



SHEET PROJECTED QUANTITIES

DESCRIPTION	UNIT	QUANTITY
MOBILIZATION	L.S.	1.00
PREPARING RIGHT OF WAY (WATER)	L.S.	1.00
18\" STEEL CASING	L.F.	230.00
6\" PIPE - PVC SDR 21	L.F.	250.00
DI FITTINGS	TONS	0.35
6\" WATER TIE IN	EA.	2.00
HYDROSTATIC TESTING	EA.	1.00
CHLORINATION	L.S.	1.00



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
RICHARD M. GALLEGOS, P.E. 86916
 JANUARY 31, 2017
 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT



GALLEGOS ENGINEERING, INC.

SAN ANTONIO, TEXAS www.gallegoseng.com P.E. 218641.8812
 FIRM REGISTRATION # F-003084

**FM 110 NORTH SEGMENT
 MAXWELL WSC 6\" WATER MAIN
 6\" CROSSING**

SCALE: 1\"=100' SHEET W3-4 OF 7

DESIGN BY:	RMG	DATE:	TX	DIST. NO.:	AUS	COUNTY:	HAYS
DRAWN BY:	SG	STATE:	TX	SECTION:	01	JOB:	FM 110
CHECKED BY:	RMG	CONTR.:	3545	SECTION:	01	JOB:	FM 110

GENERAL NOTES

- All materials and construction procedures within the scope of this contract shall be approved by MAXWELL, city and county authorities and comply with the following as applicable:
 - Current Texas Commission on Environmental Quality Design Criteria for Public Water Systems [30 TAC 243.43, 30 TAC 243.44, and 30 TAC 243.45]
 - Current TCEQ "Standard Specifications for Construction of Highways, Streets and Driveways"
 - Current "Utilities Standard Specifications for Construction"
 - Current "Standard Specifications for Public Works Construction"
- The Contractor/Foreman is to verify and make arrangements with MAXWELL or the City of San Antonio to ensure adjacent residents and/or property owners within 48 hours prior to excavation.

Plan Notes:

- PROPOSED WATER MAIN TO BE INSTALLED A MINIMUM OF THREE (3) FEET BELOW PROPOSED GROUND SURFACE.
- A MINIMUM 2.5 FOOT VERTICAL CLEARANCE SHALL BE MAINTAINED UNDER EXISTING/PROPOSED DRAINAGE CHANNELS, UTILITY CONDUITS AND MAINS.

NOTE:
 CONTRACTOR TO FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES, VALVES, AND APPURTENANCES.
 (NO SEPARATE PAY ITEM)

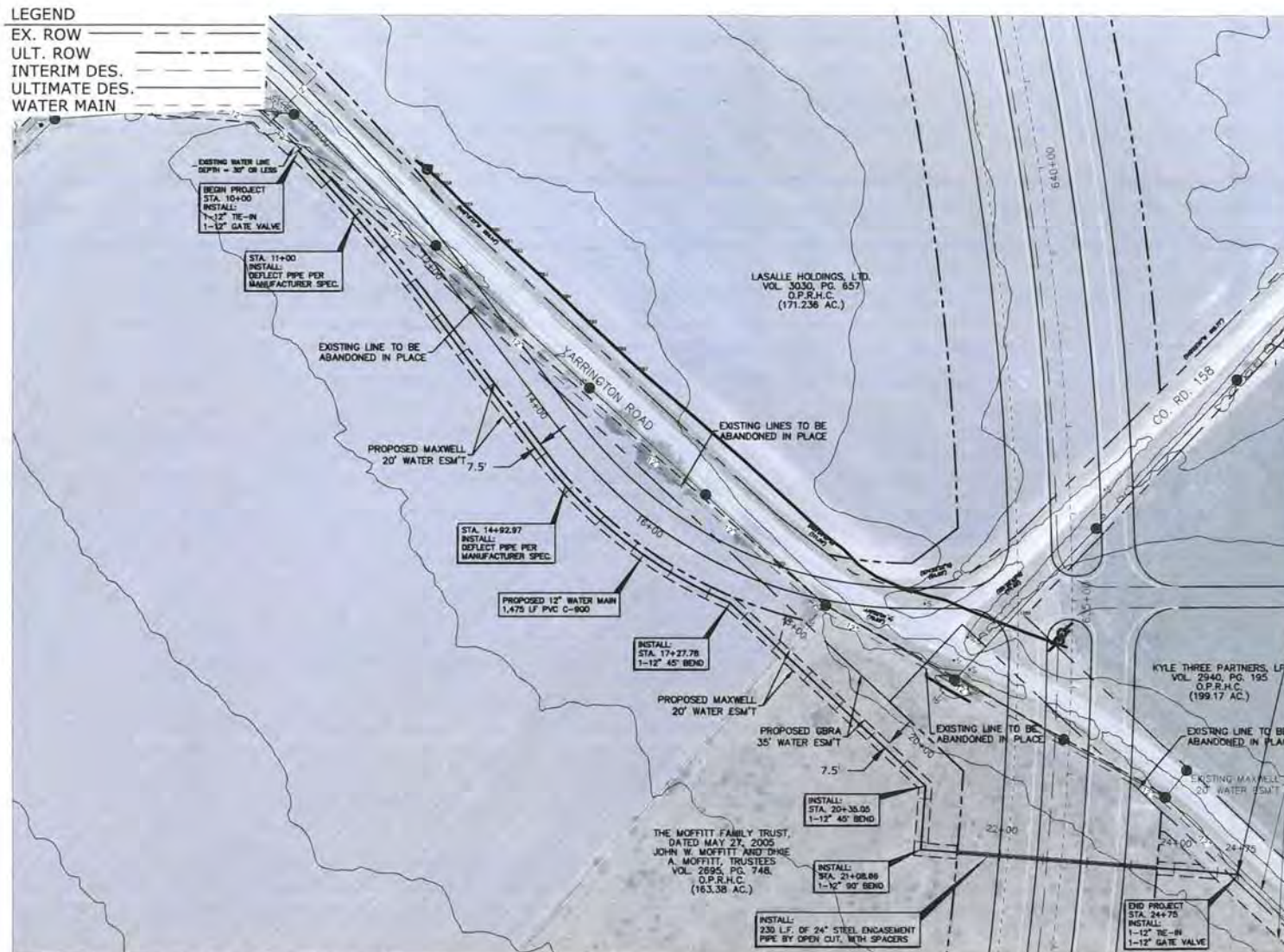
NOTE:
 CONTRACTOR SHALL PROVIDE NECESSARY PRINGS, FITTINGS, COUPLINGS AND OTHER APPURTENANCES NECESSARY TO MAKE TIE-INS.
 (NO SEPARATE PAY ITEM)

TRENCH EXCAVATION SAFETY PROTECTION

Contractor and/or Contractor's independently retained employee or structure design/geotechnical/safety/equipment consultant, if any, shall review these plans and provide geotechnical information and the anticipated installation site(s) within the project work area in order to implement contractor's trench excavation safety protection system, programs and/or procedures shall provide for adequate trench excavation safety protection that comply with as a minimum, OSHA standards for trench excavations. Specifically, Contractor and/or Contractor's independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

LEGEND

EX. ROW
ULT. ROW
INTERIM DES.
ULTIMATE DES.
WATER MAIN



- GENERAL NOTES**
- All materials and construction procedures within the scope of this contract shall be approved by WAPCO, city and county authorities and comply with the following as applicable:
 - Current Texas Commission on Environmental Quality Design Criteria for Public Water Systems (30 TAC 243.43, 30 TAC 243.44, and 30 TAC 243.45)
 - Current TxDOT Standard Specifications for Construction of Highways, Streets and Drainage
 - Current Utilities Standard Specifications for Construction
 - Current Standard Specifications for Public Works Construction
 - The Contractor/Foreman is to notify and make arrangements with WAPCO in the City's Inspection Division and make adjacent residents and/or property owners aware 48 hours prior to excavation.
 - The existence and location of underground utilities indicated on the plan are taken from the best records available and are not guaranteed to be accurate. The Contractor/Foreman is responsible for locating, supporting, and protecting the integrity of underground utilities and power poles during construction, and is required to call the following numbers 48 hours before beginning any excavation:

San Antonio Water Gas Locator 800-545-6025
 - If damaged, the Contractor/Foreman shall be responsible for restoring existing fences, curbs, streets, sidewalks, drainage, landscaping, structures, etc. to its original or better condition (No Separate Pay Item).

- Plan Notes**
- PROPOSED WATER MAIN TO BE INSTALLED A MINIMUM OF THREE (3) FEET BELOW PROPOSED GROUND SURFACE.
 - A MINIMUM 2.5 FOOT VERTICAL CLEARANCE SHALL BE MAINTAINED UNDER EXISTING/PROPOSED DRAINAGE CHANNELS, UTILITY CONDUITS AND MANS.

NOTE:
CONTRACTOR TO FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITY LINES, VALVES, AND APPURTENANCES.
(NO SEPARATE PAY ITEM)

NOTE:
CONTRACTOR SHALL PROVIDE NECESSARY BRIMS, FITTINGS, COUPLINGS, AND OTHER APPURTENANCES NECESSARY TO MAKE TIE-INS.
(NO SEPARATE PAY ITEM)

TRENCH EXCAVATION SAFETY PROTECTION

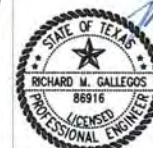
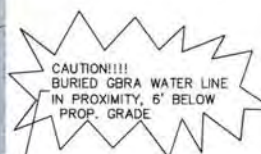
Contractor and/or Contractor's independently retained employee or structure design/geotechnical/safety/equipment consultant, if any, shall review these plans and provide geotechnical information and the anticipated excavation (shells) within the project work area in order to implement contractor's trench excavation safety protection system, programs and/or procedures shall provide for adequate trench excavation safety protection that comply with all minimum OSHA standards for trench excavations. Specifically, Contractor and/or Contractor's independently retained employee or safety consultant shall implement a trench safety program in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

NUMBER	DATE	REVISION	APPROVAL



SHEET PROJECTED QUANTITIES

DESCRIPTION	UNIT	QUANTITY
MOBILIZATION	L.S.	1.00
PREPARING RIGHT OF WAY (WATER)	L.S.	1.00
12" PIPE - PVC SDR-21	L.F.	1,475.00
24" STEEL CASING, BY OPEN CUT	L.F.	230.00
12" GATE VALVE	EA.	2.00
DI FITTINGS	TONS	6.75
12" WATER TIE IN	EA.	2.00
HYDROSTATIC TESTING	EA.	1.00
CHLORINATION	L.S.	1.00



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
RICHARD M. GALLEGOS, P.E. 86916
JANUARY 31, 2017
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT

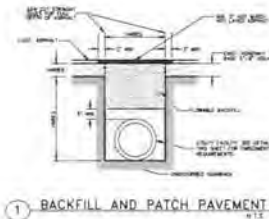


SAN ANTONIO, TEXAS www.gallegoeng.com PH: 210-541-8812
FIRM REGISTRATION # F-003084

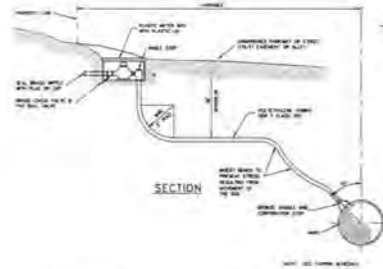
**FM 110 NORTH SEGMENT
MAXWELL WSC 12" WATER MAIN
YARRINGTON ROAD**

SCALE: 1"=120' SHEET W3-5 OF 7

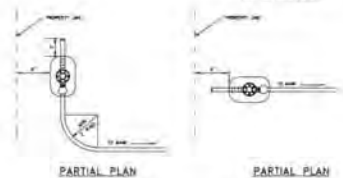
DESIGN BY	DESIGN NO.	FEDERAL AID PROJECT NO.	SHEET NO.
RMG	6		
DRAWN BY	STATE	DIST. NO.	COUNTY
SG	TX	AUS	HAYS
CHECKED BY	CONTROL	SECTION	JOB
RMG	3545	01	FM 110



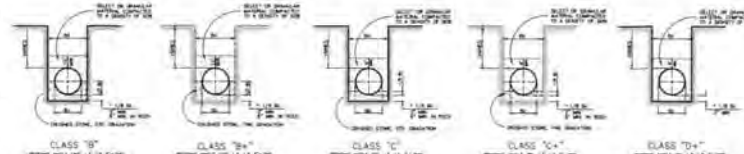
1 BACKFILL AND PATCH PAVEMENT
N.T.S.



SECTION

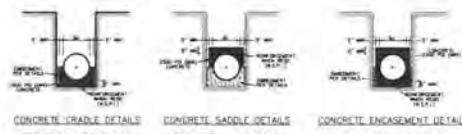


2 SERVICE INSTALLATION
N.T.S.



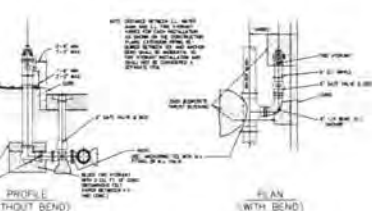
EMBEDMENT FOR WATER CONDUITS						
TYPE OF PIPE	IN EARTH			IN ROCK		
	12" - 18"	18" - 24"	24" - 30"	12" - 18"	18" - 24"	24" - 30"
18" AND SMALLER DUCTILE IRON WATER PIPE	3x	2	2	2	2	2
18" AND LARGER DUCTILE IRON WATER PIPE	2	2	2	2	2	2
ALL PVC WATER PIPE	2x	2x	2x	2x	2x	2x

EMBEDMENT DIMENSIONS			
PIPE DIAMETER (INCHES)	PIPE SIZE (INCHES)	EXTERNAL DIAMETER (INCHES)	EMBEDMENT DEPTH (INCHES)
6"	6"	6.625	12"
8"	8"	8.625	14"
10"	10"	10.625	16"
12"	12"	12.625	18"
14"	14"	14.625	20"
16"	16"	16.625	22"
18"	18"	18.625	24"
20"	20"	20.625	26"
22"	22"	22.625	28"
24"	24"	24.625	30"
26"	26"	26.625	32"
28"	28"	28.625	34"
30"	30"	30.625	36"

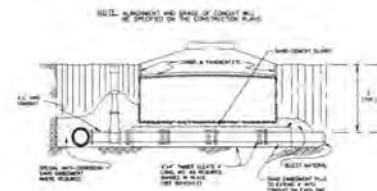


CONCRETE GRADE DETAILS
CONCRETE SADDLE DETAILS
CONCRETE ENCASEMENT DETAILS

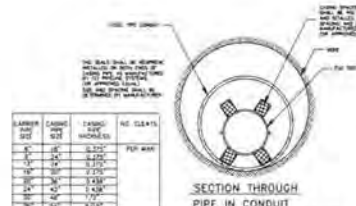
3 EMBEDMENT DETAILS
N.T.S.



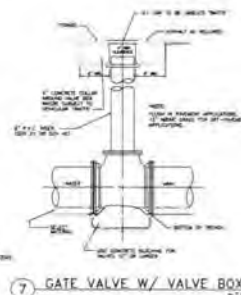
4 FIRE HYDRANT INSTALLATION
N.T.S.



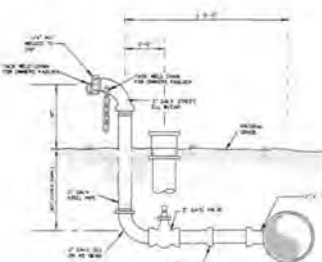
5 THRUST BLOCK DETAILS
N.T.S.



6 INSTALLATION OF PIPE IN CONDUIT
N.T.S.



7 GATE VALVE W/ VALVE BOX
N.T.S.



8 FLUSHING VALVE DETAIL
N.T.S.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
RICHARD M. GALLEGOS, P.E. 86916
 SEPTEMBER 10, 2016
 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT

Texas Department of Transportation
GALLEGOS ENGINEERING, INC.

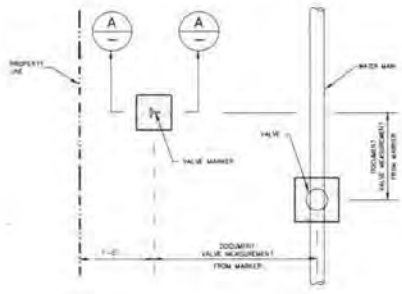
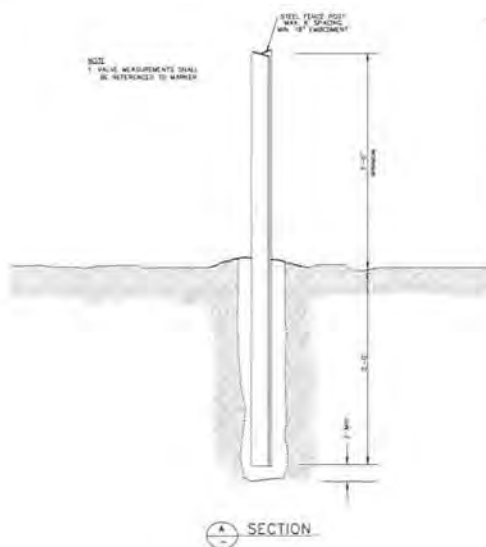
SAN ANTONIO, TEXAS www.gallegoeng.com PH: 210.441.8812
 FIRM REGISTRATION # 1-003084

FM 110 NORTH SEGMENT
MAXWELL WSC
DETAILS 1

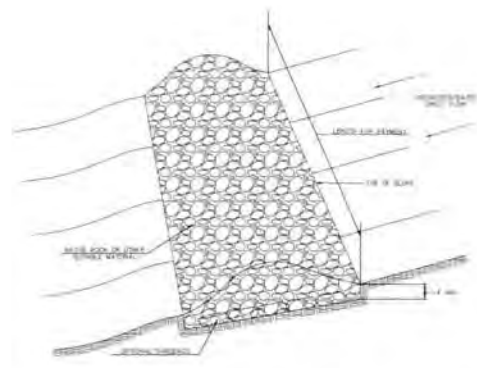
REVISIONS
 NO. DATE BY
 1 01/10/16 RMG
 2 01/10/16 SC
 3 01/10/16 RMG

DESIGNED BY: RMG
 CHECKED BY: SC
 DATE: 01/10/16
 STATE: TX
 COUNTY: AUS
 CITY: HAYS
 PROJECT NO.: 3545
 SHEET NO.: 01
 TOTAL SHEETS: 7
 FM 110

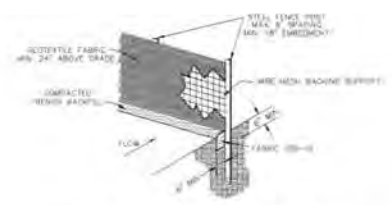
NUMBER	DATE	ISSUED	APPROVED



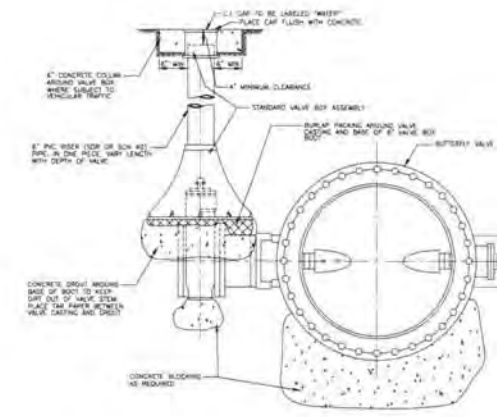
11 VALVE MARKER
N.T.S.



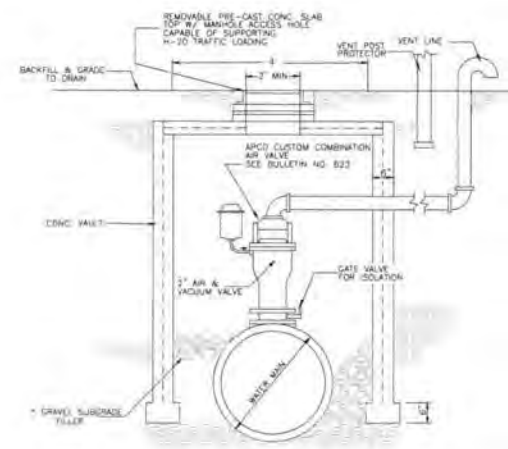
9 TEMPORARY ROCK BERM
N.T.S.



12 TEMPORARY SILT FENCE
N.T.S.



10 BUTTERFLY VALVE W/ VALVE BOX
N.T.S.



13 COMBINATION AIR/VACUUM VALVE DETAIL
AS DICTATED BY FIELD CONDITIONS N.T.S.

* GRAVEL, GRAVEL SUBGRADE FILLER SHALL BE COMPOSED OF NO. 57 GRAVEL, CRUSHED STONE OR GRAVEL, APPROVED BY THE ENGINEER, ON HUNDRED PERCENT (100%) PASSING A TWO INCH (2") SIEVE, AT LEAST NINETY (90%) PERCENT (90%) PASSING A ONE AND ONE/2 INCH (1 1/2") SIEVE, AND AT LEAST NINETY PERCENT (90%) RETAINED ON A ONE QUARTER INCH (1/4") SIEVE.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
RICHARD M. GALLEGOS, P.E. 86916
SEPTEMBER 10, 2016
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT



GALLEGOS ENGINEERING, INC.

SAN ANTONIO, TEXAS www.gallegoseng.com PH: 210.441.8812
FIRM REGISTRATION # T-0031084

FM 110 NORTH SEGMENT
MAXWELL WSC
DETAILS 2

DESIGN BY:	DATE:	STATE:	SECTION:	REVISION:
RMG	6	TX	AUS	HAYS
DRAWN BY:	DATE:	STATE:	SECTION:	REVISION:
SG	TX	AUS	HAYS	
CHECKED BY:	DATE:	STATE:	SECTION:	REVISION:
RMG	3545	01		FM 110

ATTACHMENT “B”

“Betterment Calculations and Betterment Estimate”

BETTERMENT RATIO CALCULATOR

Two estimates are required to calculate betterment. One with, and one without betterment.
Please attach both estimates.

The total estimated cost of the project **INCLUDING BETTERMENT** \$970,936.33

The total estimated cost of the project **NOT** including **BETTERMENT** \$948,922.45

THE AMOUNT OF BETTERMENT \$22,013.88

The **BETTERMENT RATIO** IS: 2.27%

FM 110 North Betterment Estimate Totals

Engineering	\$63,287.22
6" Crossing	\$129,566.57
Harris Hill	\$116,342.62
Highway 21	\$96,077.07
Highway 80	\$356,957.11
Yarrington Rd	<u>\$208,705.74</u>
 Total	 \$970,936.33

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

Project: FM110 MAXWELL WSC RELOCATES
SECTION: ALL

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVMENTS

ENGINEERING ESTIMATE

TITLE	RATE	HOURS	TOTAL	
P.E.	\$ 150.00	80	\$	12,000.00
E.I.T	\$ 100.00	248	\$	24,800.00
C.A.D.	\$ 95.00	278	\$	26,410.00
			\$	63,210.00

	RATE	MILES	TOTAL	
MILEAGE	\$ 0.55	140.4	\$	77.22

TOTAL: \$ 63,287.22

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: 6" CROSSING

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 9,122.80
7154 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 4,561.40
7056 6057	W 24" STEEL CASING	L.F.	230.00	\$ 300.00	\$ 69,000.00
	W 12" PIPE - PVC C900 DR 18	L.F.	250.00	\$ 36.00	\$ 9,000.00
7056 6080	W DI FITTINGS	TONS	0.35	\$ 5,000.00	\$ 1,750.00
	W 6" WATER TIE IN	E.A.	2.00	\$ 3,500.00	\$ 7,000.00
7058 6039	W HYDROSTATIC TESTING	E.A.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	72.00	\$ 4.00	\$ 288.00
7021 6003	W REMOVE 6" WATER LINE	L.F.	230.00	\$ 3.00	\$ 690.00

SUB TOTAL \$ 104,912.20
ENGINEERING FEE (8.5 %) \$ 8,917.54
CONTINGENCY FEE (15%) \$ 15,736.83

TOTAL THIS LOCATION: \$ 129,566.57

PREPARED BY



RICHARD M. GALLEGOS, P.E.
PRESIDENT

6-Nov-20

DATE

APPROVED BY:

MAXWELL WATER SUPPLY CORPORATION

DATE

Gallegos Engineering, Inc
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: HARRIS HILL

ENGINEER: GALLEGOS ENGINEERING, INC

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 8,191.70
7154 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 4,095.85
7087 6002	W 6" PIPE - PVC C-900 DR-18	L.F.	891.00	\$ 20.00	\$ 17,820.00
	W 18" STEEL CASING BY OPEN CUT	L.F.	220.00	\$ 125.00	\$ 27,500.00
	W 18" STEEL CASING BY BORE	L.F.	64.00	\$ 200.00	\$ 12,800.00
7056 6020	W 6" GATE VALVE	E.A.	3.00	\$ 2,500.00	\$ 7,500.00
7056 6080	W DI FITTINGS	TONS	0.25	\$ 5,000.00	\$ 1,225.00
7032 6219	W 6" WATER TIE IN	E.A.	3.00	\$ 3,500.00	\$ 10,500.00
7059 6039	W HYDROSTATIC TESTING	E.A.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	268.00	\$ 4.00	\$ 1,072.00

SUB TOTAL: \$ 94,204.55
ENGINEERING FEE (8.5 %) \$ 8,007.39
CONTINGENCY FEE (15%) \$ 14,130.68

TOTAL THIS LOCATION: \$ 116,342.62

PREPARED BY



RICHARD M. GALLEGOS, P.E.
PRESIDENT

20-Jul-20

DATE

APPROVED BY

MAXWELL WATER SUPPLY CORPORATION

DATE

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: HIGHWAY 21

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 6,764.80
7154 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 3,382.40
7087 6002	W 6" PIPE - PVC C900 DR 18	L.F.	240.00	\$ 20.00	\$ 4,800.00
	W 18" STEEL CASING	L.F.	199.00	\$ 250.00	\$ 49,750.00
7056 6080	W DI FITTINGS	TON	0.35	\$ 5,000.00	\$ 1,750.00
7032 6219	W 6" WATER TIE IN	E.A.	2.00	\$ 3,500.00	\$ 7,000.00
7059 6039	W HYDROSTATIC TESTING	E.A.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	32.00	\$ 4.00	\$ 128.00
7021 6003	W REMOVE 6" WATER LINE	L.F.	240.00	\$ 3.00	\$ 720.00

SUB TOTAL \$ 77,795.20
ENGINEERING FEE (8.5 %) \$ 6,612.59
CONTINGENCY FEE (15%) \$ 11,669.28

TOTAL THIS LOCATION: \$ 96,077.07

PREPARED BY:



RICHARD M. GALLEGOS, P.E.
PRESIDENT

21-Jul-20

DATE

APPROVED BY:

MAXWELL WATER SUPPLY CORPORATION

DATE

Gallegos Engineering, Inc.
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: HIGHWAY 80

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 25,133.40
7159 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 12,566.70
7049 6018*	W 16" PIPE - PVC C905	L.F.	782.00	\$ 146.00	\$ 114,172.00
	W 16" PIPE ABANDON GROUTED EA END	EA.	2.00	\$ 2,000.00	\$ 4,000.00
7073 6001*	W 30" STEEL CASING	L.F.	460.00	\$ 200.00	\$ 92,000.00
7032 6099*	W 16" GATE VALVE	EA.	2.00	\$ 10,000.00	\$ 20,000.00
7056 6080	W DI FITTINGS	TON	1.02	\$ 5,000.00	\$ 4,590.00
7056 6061*	W 16" TIE IN, WET CONNECTIONS	EA.	2.00	\$ 6,000.00	\$ 12,000.00
7058 6039	W HYDROSTATIC TESTING	EA.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	135.00	\$ 4.00	\$ 1,072.00

SUB TOTAL \$ 289,034.10
ENGINEERING FEE (8.5 %) \$ 24,567.90
CONTINGENCY FEE (15%) \$ 43,355.12

TOTAL THIS LOCATION: \$ 356,957.11

PREPARED BY



RICHARD M. GALLEGOS, P.E.
PRESIDENT

21-Jul-20

DATE

APPROVED BY:

MAXWELL WATER SUPPLY CORPORATION

DATE

Gallegos Engineering, Inc
101 Fawn Drive
Shavano Park, TX 78231
(210) 641-0812

PROJECT: FM 110 MAXWELL WSC RELOCATES
SECTION: YARRINGTON ROAD

ENGINEER: GALLEGOS ENGINEERING, INC.

WATER IMPROVEMENTS

CONSTRUCTION ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
7154 6001	W MOBILIZATION	L.S.	1.00	\$ 0.10	\$ 14,695.00
7154 6032	W PREPARING RIGHT OF WAY (WATER)	L.S.	1.00	\$ 0.05	\$ 7,347.50
	W 12" PIPE - PVC C900 DR18	L.F.	1,475.00	\$ 36.00	\$ 53,100.00
7056 6057	W 24" STEEL CASING, BY OPEN CUT	L.F.	230.00	\$ 300.00	\$ 69,000.00
	W 12" GATE VALVE	EA.	2.00	\$ 3,000.00	\$ 6,000.00
7056 6080	W DIFFITINGS	TONS	0.75	\$ 5,000.00	\$ 3,750.00
7056 6059	W 12" WATER TIE IN	EA.	2.00	\$ 4,000.00	\$ 8,000.00
7058 6039	W HYDROSTATIC TESTING	EA.	1.00	\$ 2,000.00	\$ 2,000.00
7167 6006	W CHLORINATION	L.S.	1.00	\$ 1,500.00	\$ 1,500.00
5007 6032	W TEMPORARY SEDIMENT CONTROL FENCE	L.F.	900.00	\$ 4.00	\$ 3,600.00

SUB TOTAL \$ 168,992.50
ENGINEERING FEE (8.5 %) \$ 14,364.36
CONTINGENCY FEE (15%) \$ 25,348.88

PREPARED BY



RICHARD M. GALLEGOS, P.E.
PRESIDENT

21-Jul-20
DATE

TOTAL FOR THIS LOCATION: \$ 208,705.74
APPROVED BY:

MAXWELL WATER SUPPLY CORPORATION

DATE

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Contract Amendment #3 to the time & materials contract with HNTB Corporation to continue providing General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program projects and authorize a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 2, 2021	\$1,383,283

LINE ITEM NUMBER

Fund 035]

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption per Texas Local Government Code Ch. 262.024(a)(4) for professional services.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	JONES	N/A

SUMMARY

This action would amend the current HNTB contract, assigned April 1, 2020, by increasing the Compensation Cap and extending the time six-months through September 30, 2021 which allows for the processing of work authorizations for the next six-months. The GEC is responsible for managing the development and implementation of the 2016 Road Bond Program projects, including preliminary engineering, environmental clearance, right-of-way determination and acquisition, utility relocation, construction engineering, and construction management where appropriate. The GEC is also responsible for coordination with the Texas Department of Transportation (TxDOT) and the Capital Area Metropolitan Planning Organization (CAMPO) on project scheduling, financing/funding, grant opportunities, and other matters where appropriate. The GEC is also responsible for consultant contract and work authorization management, and invoice processing, and providing on-going coordination with the County's Transportation Department.

CONTRACT AMENDMENT NO. 3
TO
HAYS COUNTY
CONTRACT FOR PROGRAM MANAGEMENT -
GENERAL ENGINEERING SERVICES

HAYS COUNTY 2016 ROAD BOND PROGRAM:
General Engineering Consultant (GEC) – Program Management, Planning, Design and
Construction Management/Inspection Services

THIS CONTRACT AMENDMENT NO. 3 to Hays County Contract for General Engineering Consultant (GEC) – Program Management, Planning, Design and Construction Management/Inspection Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and HNTB Corporation and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 2, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the \$2,500,000.00 "Compensation Cap" under Article 5 of the Contract was increased to \$5,000,000.00 on September 10, 2019 in Contract Amendment No. 1, and increased to \$6,450,000.00 on November 10, 2020 in Contract Amendment 2;

WHEREAS, the Rate Schedule in Exhibit D of the Contract is limited to the rates noted in said Exhibit D; and,

WHEREAS, the contract for engineering services between Hays County, Texas and Prime Strategies, Inc. was assigned to HNTB Corporation on April 1, 2020; and,

WHEREAS, it has become necessary to amend the Contract.

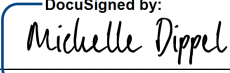
AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$6,450,000.00 to \$7,833,283.00

All other terms of the Contract are unchanged and will remain in full force and effect.
IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

GEC:

By:  _____
Signature

Michelle Dippel
Printed Name

Senior Vice President
Title

2/22/2021
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute an Advance Funding Agreement with the Texas Department of Transportation for Locally Funded Transportation Project Off System (Kohlers Crossing) as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 2, 2021	\$821,400

LINE ITEM NUMBER

035-802-96-651.5611_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	JONES	N/A

SUMMARY

The Kohlers Crossing project is an element of the Hays County 2016 Road Bond Program. The proposed grade-separation at Kohlers Crossing with the Union Pacific Railroad would improve safety and mobility for local traffic conditions at this location and facilitate the Kyle Center Street Union Pacific Railroad Siding Relocation project being developed by Hays County in cooperation with the Union Pacific Railroad. The County has moved forward with project development of the Kohlers Crossing project, including engineering and environmental clearance. The AFA would memorialize the roles and responsibilities of the Texas Department of Transportation and Hays County for this phase of project development. Hays County would contribute a total of \$821,400, which includes engineering, environmental clearance, and direct and indirect State costs. Execution of the Advance Funding Agreement would allow this phase of project development to be completed and favorably position the project for Hays County to seek construction funding through CAMPO or other funding opportunities as they arise.



A Resolution of the Hays County Commissioners Court
Approving an Advance Funding Agreement for Locally Funded Transportation
Project Off-System (Kohlers Crossing) and Authorizing the County Judge to Execute the
Agreement on behalf of Hays County

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the Kohlers Crossing project is an element of the Hays County 2016 Road Bond Program; and

WHEREAS; the proposed grade-separation with the Union Pacific Railroad would improve safety and mobility for local traffic conditions at this location; and

WHEREAS, the Kohlers Crossing project would facilitate the Kyle Center Street Union Pacific Railroad Siding Relocation project being developed by Hays County in cooperation with the Union Pacific Railroad; and

WHEREAS, Hays County has moved forward with project development of the Kohlers Crossing project, including engineering and environmental clearance; and

WHEREAS, the Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation and Hays County for this phase of project development; and

WHEREAS, execution of the Advance Funding Agreement would allow this phase of project development to be completed and favorably position the project for Hays County to seek construction funding through CAMPO or other funding opportunities as they arise;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby approve Advance Funding Agreement for Locally Funded Transportation Project Off-System (Kohlers Crossing) and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2021.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas
Hays County Clerk

KohlersCrossingtAFA_resolutionQAQC.docx

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Project Name	Kohler's Crossing at UPRR

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
LOCALLY FUNDED TRANSPORTATION PROJECT
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **design and environmental clearance of overpass over UPRR Right of Way on Kohler's Crossing**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

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WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	N/A	Construction Responsibilities	Article 13
5.	N/A	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of design and environmental clearance of overpass over UPRR Right Of Way on Kohler's Crossing (from 0.13 mile west of UPRR ROW to 0.26 mile east of UPRR ROW) in Hays County, Texas.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

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continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House

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(ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more

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- thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities NA

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities NA

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction

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completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property NA

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not

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reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Director of Transportation Hays County 2171 Yarrington Rd., San Marcos, TX 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

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27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

CSJ #	0914-33-089
District #	14-AUS
Code Chart 64 #	50106
Project Name	Kohler's Crossing at UPRR

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Ruben Becerra

Typed or Printed Name

Hays County Judge

Typed or Printed Title

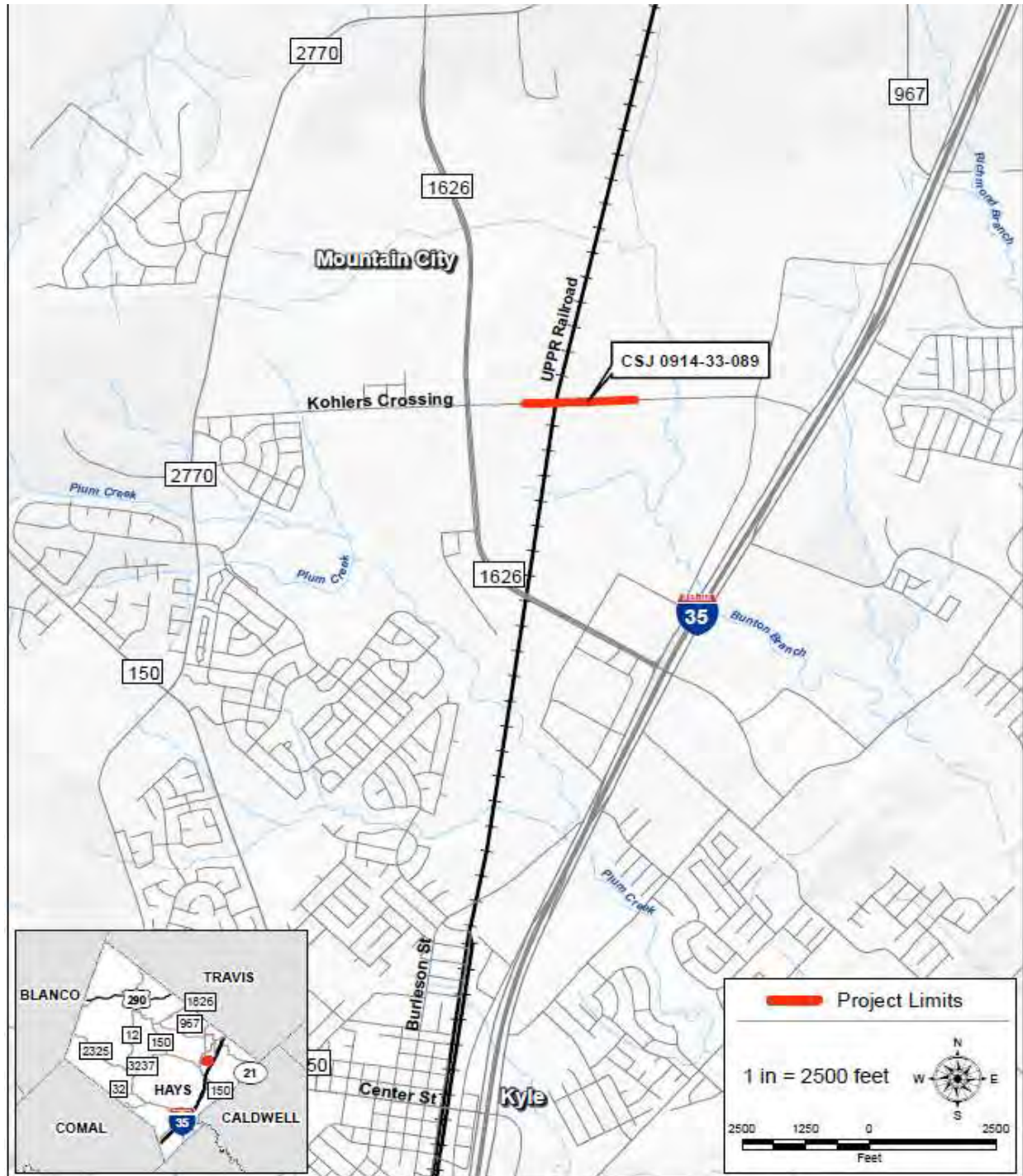
Date

CSJ #	0914-33-089
District #	14-AUS
Code Chart 64 #	50106
Project Name	Kohler's Crossing at UPRR

ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

CSJ #	0914-33-089
District #	14-AUS
Code Chart 64 #	50106
Project Name	Kohler's Crossing at UPRR

ATTACHMENT B LOCATION MAP SHOWING PROJECT



KOHLERS CROSSING RAILROAD BRIDGE
HAYS COUNTY, TX

CSJ 0914-33-089

2/10/2021

CSJ #	0914-33-089
District #	14-AUS
Code Chart 64 #	50106
Project Name	Kohler's Crossing at UPRR

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, the Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$600,000	0%	\$0	100%	\$600,000
Environmental (by Local Government)	\$150,000	0%	\$0	100%	\$150,000
Subtotal	\$750,000		\$0	\$750,000	
Environmental Direct State Costs	\$9,375	0%	\$0	100%	\$9,375
Right of Way Direct State Costs	\$0	0%	\$0	0%	\$0
Engineering Direct State Costs	\$28,125	0%	\$0	100%	\$28,125
Utility Direct State Costs	\$0	0%	\$0	0%	\$0
Construction Direct State Costs	\$0	0%	\$0	0%	\$0
Indirect State Costs (4.52%)	\$33,900	0%	\$0	100%	\$33,900
TOTAL	\$821,400		\$0		\$821,400

Initial payment by the Local Government to the State: \$71,400

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$71,400

This is an estimate. The final amount of Local Government participation will be based on actual 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

Discussion and possible action to authorize the Office of Emergency Services to purchase one new Ford F250 4x4 vehicle and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 2, 2021	\$46,325

LINE ITEM NUMBER

001-656-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mike Jones	BECERRA	N/A

SUMMARY

The OES Director requested a 4x4 vehicle during the 2021 budget process that was not approved. Due to recent road conditions and the need for hauling emergency equipment, the department is in need of a vehicle with four-wheel drive functionality. The estimated funds requested is based on a purchase that was quoted during the budget process. The department would also consider a vehicle lease option.

Budget Amendment:

Increase OES Vehicles_Capital or Vehicle Lease: 001-656-00.5713_700/.5473

Funding needs to be identified

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 employment and duties of all individual positions that report directly to the Commissioners Court including Department Heads. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

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

EXECUTIVE SESSION

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

KENNEDY

SPONSOR

SHELL

CO-SPONSOR

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 US 290 in Pct 4. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase and/or value of property (Right of Way) along Cotton Gin Road in Precinct 2. Possible action may follow, including but not limited to a resolution of the Commissioners Court declaring a public convenience and necessity and authorizing Eminent Domain proceedings.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 2, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

JONES

N/A

SUMMARY

Summary to be provided in Executive Session.