

**Commissioners Court September 21, 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 **21<sup>st</sup> day of September 2021**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER**

**INVOCATION**

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

**ROLL CALL**

**PUBLIC COMMENTS**

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

**PRESENTATIONS & PROCLAMATIONS**

1	5-6	Adopt a Proclamation declaring October 1, 2021 as National Manufacturing Day. <b>INGALSBE/SHELL</b>
2	7-8	Adopt a Proclamation declaring September 17-23, 2021 as Constitution Week. <b>BECERRA</b>
3	9-10	Adopt a Proclamation declaring October 2021 as CAPCOG Cybersecurity Awareness Month. <b>INGALSBE</b>
4	11-12	Adopt a proclamation recognizing Hispanic Heritage Month and the contributions made by the Indigenous & Tejano First Families. <b>BECERRA</b>

**CONSENT ITEMS**

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

5	13	Approve payments of County invoices. <b>VILLARREAL-ALONZO</b>
6	14	Approve the payment of United Healthcare claims. <b>VILLARREAL-ALONZO</b>
7	15	Approve Commissioners Court Minutes of August 17, 2021. <b>BECERRA/CARDENAS</b>
8	16	Approve the payment of the September 30, 2021 payroll disbursements in an amount not to exceed \$4,125,000.00 effective September 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. <b>BECERRA/RICHEY</b>
9	17-18	Approve and confirm the appointment of Darrell Perez as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date September 21, 2021. <b>INGALSBE/PETERSON</b>
10	19-20	Authorize the Commissioner Pct. 1 Office to support the City of Kyle Parks and Recreation Department related to developing the land at 1408 Center Street, Kyle, an upcoming park project. <b>INGALSBE</b>
11	21	Authorize the Hays County Judge to execute Amendments to the Health Services Agreements between Hays County and Wellpath, LLC to extend the current contract until December 31, 2021. <b>INGALSBE</b>
12	22	Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2021 third quarter financial reporting. <b>INGALSBE/VILLARREAL-ALONZO</b>
13	23-24	Authorize payment to FedEx Office for Emergency Rental Assistance Program printing in the amount of \$749.70 in which no purchase order was issued as required per the Hays County Purchasing Policy. <b>BECERRA/T.CRUMLEY</b>
14	25-39	Authorize the County Judge to execute Amendment #3 to a Contract between Hays County and PBS of Texas related to Countywide Janitorial Services pursuant to RFP 2020-P02. <b>BECERRA/CUTLER</b>
15	40-47	Approve Utility Permits. <b>JONES/SMITH/BORCHERDING</b>
16	48-49	Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 92 days (December 31, 2021). <b>BECERRA/RICHEY</b>
17	50	Authorize payment to TimeKeeping Systems, Inc. for \$3,150 for professional services related to the Jail Guard 1 timekeeping system and amend the budget accordingly. <b>INGALSBE/CUTLER</b>

18	51	Amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds of \$5,837 were received and authorize payment to Lester's Shop for repairs of \$5,273.26 in which no purchase order was issued as required per the Hays County Purchasing Policy. <b>INGALSBE/CUTLER</b>
19	52-54	Approve the appointment of Maria Cristina Nelson to serve on Emergency Services District #1 to replace Geoffrey Tahuahua, for a term ending December 31, 2021. <b>SMITH</b>
20	55-59	Approve the appointment of Staci Dement to serve on Emergency Services District #1 to replace Daniel O'Brien, for a term ending December 31, 2021. <b>SMITH</b>
21	60-61	Authorize the County Judge to execute a resolution certifying that the County has approved a \$13,000 grant for FY 2022 to Combined Community Action, an organization that provides home delivered meals to homebound persons in the county that are elderly or have a disability. <b>INGALSBE</b>
22	62-63	Authorize the County Judge to use the remainder of his Community Program Expense of \$1,250 for Texas State University Center for Diversity and Gender Studies. <b>BECERRA</b>
23	64-65	Approve extension of IFB 2017-B02 Countywide Dumpsters with Texas Disposal Systems for an additional period not to exceed 61 days (November 30, 2021). <b>BECERRA</b>
24	66	Amend the Constable Pct. 5 operating budget for vehicle repairs and new tires needed for the law enforcement fleet. <b>JONES/ELLEN</b>
25	67-119	Approve specifications for RFP 2021-P07 Program Management - American Rescue Plan Act (ARPA) Funds and authorize Purchasing to solicit for proposals and advertise. <b>SMITH</b>
26	120-196	Approve specifications for RFP 2021-P04 Medical Services - Jail and Juvenile Detention Center and authorize Purchasing to solicit for proposals and advertise. <b>INGALSBE</b>

## ACTION ITEMS

### ROADS

27	197-202	Discussion and possible action to consider the acceptance of road construction & drainage improvements and accept the 2-year maintenance bond #166107N in the amount of \$154,337.85 for the Trails at Windy Hill subd., Phase 4 & Phase 5. <b>JONES/BORCHERDING</b>
28	203-205	Discussion and possible action to accept the maintenance bond rider extension #PB03016800417M in the amount of \$90,377.95 until February 28, 2022 for Sunfield subd., Phase 2, Section 12. <b>JONES/BORCHERDING</b>
29	206-207	Hold a public hearing with possible action to establish a 4-way stop at the intersection of Green Pastures Drive and Skyview Terrace in Green Pastures subdivision. <b>JONES/BORCHERDING</b>
30	208	Discussion and possible action to consider the release of the maintenance bond #CA2721467 in the amount of \$57,872.74 and the acceptance of roads into the county road maintenance system for Windy Hill 11AC subdivision. <b>JONES/BORCHERDING</b>
31	209	Discussion and possible action to consider the release of the maintenance bond #SU1146030 in the amount of \$315,510.25 and the acceptance of roads into the county road maintenance system for Reunion Ranch subdivision, Phase 2, Section 4. <b>SMITH/BORCHERDING</b>
32	210-216	Discussion and possible action to authorize the County Judge to execute Amendment #1 to the Advance Funding Agreement for Surface Transportation Block Grant Program (STBG) between Hays County and the Texas Department of Transportation (TxDOT) for the FM 621 Corridor Safety Improvements project. <b>INGALSBE/BORCHERDING</b>
33	217	Discussion and possible action to approve the selection of Halff Associates, Inc. to provide right-of-way acquisition services for the low water crossing projects in Precinct 4; and to authorize staff and counsel to negotiate a contract. <b>SMITH/BORCHERDING</b>
34	218	Discussion and possible action to approve the selection of Cobb Fendley & Associates, Inc. to provide utility coordination services for the low water crossing projects in Precinct 4; and to authorize staff and counsel to negotiate a contract. <b>SMITH/BORCHERDING</b>

### SUBDIVISIONS

35	219-222	PLN-1757-PC; Discussion and possible action to approve the final plat of the Replat of Lot 4, Los Ranchos Subdivision; hold a public hearing. <b>SMITH/MACHACEK</b>
36	223-225	PLN-1774-PC; Call for a Public Hearing on October 5, 2021 to discuss final plat approval of the Replat of Lot 12, Los Ranchos Subdivision. <b>SMITH/MACHACEK</b>
37	226-227	PLN-1735-NP; Discussion and possible action to approve the final plat of the Dogrock Estates Subdivision. <b>SHELL/MACHACEK</b>
38	228-238	Discussion and possible action to authorize the execution of a Development Agreement between Hays County and Driftwood Golf Club Development, Inc., related to the development of real property located in Precinct 4 of Hays County. <b>SMITH</b>

## MISCELLANEOUS

39	239-243	Discussion and possible action to approve Joint Election Agreements for entities contracting with Hays County Elections for the November 2, 2021 General Election. <b>JONES/SHELL/ANDERSON</b>
40	244-251	Discussion and possible action to add and continue Judges Professional Liability Insurance Policies with the Texas Lawyers Insurance Exchange (TLIE) for the County Court at Law Judges effective 8/1/2021 for Judge O'Brien and 10/1/21 for Judges Johnson and Updegrove. <b>BECERRA/MILLER</b>
41	252	Discussion and possible action to approve the selection of HDR Architecture, Inc. to deliver schematic designs for the upgrades needed to the entire existing electronic security systems including cameras, card readers, and intercoms for the Hays County Government Center, and authorize staff and counsel to negotiate a contract. <b>INGALSBE</b>
42	253-259	Discussion and possible action to award the contract for IFB 2021-B10 Fischer Store Road @ RM 3235 to Cox Commercial Construction. <b>SHELL/BORCHERDING</b>
43	260-261	Discussion and possible action to adopt the Hays County FY 2022 Holiday Calendar. <b>INGALSBE</b>
44	262-264	Discussion and possible action to approve an instructional policy for the County Treasurer to implement future pay increases. <b>BECERRA/RICHEY</b>
45	265-268	Discussion and possible action to approve the naming of a private driveway in Precinct 4, Whispering Oaks Lane. <b>SMITH/PACHECO</b>
46	269-274	Discussion and possible action to approve the naming of a private driveway in Precinct 3, Dark Sky Path. <b>SHELL/PACHECO</b>
47	275	Discussion and possible action to abate, rescind, or otherwise modify enforcement of the Hays County Fire Code, originally effective January 1, 2020. <b>SMITH</b>
48	276	Discussion and possible action to authorize Development Services Department to administratively grant authorizations for commercial on-site sewage facility permits. <b>SMITH/PACHECO</b>
49	277-296	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Half Associates, Inc. to perform professional services related to Flood Mitigation Assistance. <b>SHELL</b>
50	297	Discussion and possible action to allow the Transportation Department to accumulate comp-time over the 80 hour maximum until December 31, 2021. <b>JONES/BORCHERDING</b>
51	298-308	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement for Drainage Repair and Maintenance between Hays County and the City of Buda in regards to stormwater drainage located under West Robert S. Light as it approaches IH 35. <b>JONES</b>
52	309-311	11:00 a.m. - Presentation by Allison, Bass, Magee, LLP regarding the initial assessment of Hays County for Purposes of Redistricting Evaluation; and discussion and possible action to adopt Findings of Fact Regarding Political Boundaries of Hays County, Texas and an Order for Redistricting of Political Boundaries. <b>INGALSBE/SHELL</b>
53	312-313	1:00 p.m.- Hold a final public hearing on the FY 2022 Hays County Proposed Budget. <b>BECERRA</b>
54	314-315	Discussion and possible action to set the FY 2022 salaries and allowances for Hays County Elected Officials. <b>BECERRA</b>
55	316-317	Discussion and possible action to adopt the FY 2022 Hays County budget after making any final changes as a result of the public hearing. <b>BECERRA</b>
56	318-319	Discussion and possible action to ratify the property tax increase reflected in the FY 2022 Hays County budget. <b>BECERRA</b>
57	320-322	Discussion and possible action to approve an order adopting the tax rate for FY 2022 and levy the taxes. <b>BECERRA</b>

## EXECUTIVE SESSIONS

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

58	323	Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Magic Mint, Project SUFC and Project Phoenix. Possible discussion and/or action may follow in open Court. <b>BECERRA</b>
----	-----	--

## STANDING AGENDA ITEMS

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

59	Discussion and possible action related to the burn ban and/or disaster declaration. <b>BECERRA</b>	
60	Discussion related to the Hays County inmate population, to include current population counts and costs. <b>BECERRA</b>	

61	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. <b>INGALSBE/CUTLER</b>
62	Update from the County Judge and staff regarding the Local Disaster Declaration and COVID-19. Possible discussion and action may follow. <b>BECERRA</b>

## **ADJOURNMENT**

**Posted by 5:00 o'clock P.M. on the 17<sup>th</sup> day of September, 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

Adopt a Proclamation declaring October 1, 2021 as National Manufacturing Day.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

SHELL

#### SUMMARY

See attached Proclamation.



PROCLAMATION DECLARING OCTOBER 1, 2021 AS  
NATIONAL MANUFACTURING DAY

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

**WHEREAS**, Hays County, the Greater San Marcos Partnership, and the Greater San Marcos Manufacturing Association recognize the economic impact of manufacturing on Hays County; and

**WHEREAS**, the manufacturing industry provides over 4,600 jobs and constitutes 16.1% of total employment in Hays County, TX in Quarter 1 of 2021, according to JobsEQ; and

**WHEREAS**, the average annual wage for jobs in the manufacturing industry in Hays County is \$60,000, compared to the average annual wage of \$44,000 across all industries; and

**WHEREAS**, the manufacturing sector provides jobs such as engineers, computer programmers, research managers, mechanics, machine operators, first-line supervisors, production workers, welders and many other individuals; and

**WHEREAS**, these jobs generate secondary jobs throughout the region in the service, hospitality, education and other sectors; and

**WHEREAS**, National Manufacturing Day will engage the manufacturers in the County of Hays to open their doors to the students of Hays and San Marcos Consolidated Independent School Districts and provide information about the STEM related educational pathways they can take to earn opportunities within the industry to provide well-paying jobs with long-term career opportunities; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Hays County Commissioners Court of Hays County, Texas, does hereby proclaim October 1, 2021 as

**NATIONAL MANUFACTURING DAY**

**ADOPTED THIS THE 21<sup>ST</sup> DAY OF 2021**

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

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

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

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

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

**ATTEST:**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Adopt a Proclamation declaring September 17-23, 2021 as Constitution Week.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

September 21, 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



**PROCLAMATION DECLARING SEPTEMBER 17-23, 2021 AS CONSTITUTION  
WEEK**

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

**WHEREAS**, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS**, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, It is fitting and proper to accord official recognition to this historical document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim the week of September 17 through 23 as

**CONSTITUTION WEEK**

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

**ADOPTED THIS THE 21<sup>ST</sup> DAY OF SEPTEMBER 2021**

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

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

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

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

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

**ATTEST:**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Adopt a Proclamation declaring October 2021 as CAPCOG Cybersecurity Awareness Month.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

N/A

#### SUMMARY

See attached Proclamation.



**PROCLAMATION DECLARING OCTOBER AS  
CAPCOG CYBERSECURITY AWARENESS MONTH**

**WHEREAS**, the ten-county Capital Area Council of Governments (CAPCOG) is a political subdivision of the State of Texas serving Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson counties; and,

**WHEREAS**, Cybersecurity Awareness Month, celebrated every October, remains a collaborative effort between government, private sector and the people to ensure every American has the resources they need to stay safer and more secure online; and,

**WHEREAS**; the Capital Area Council of Governments recognizes the importance in identifying, responding to and protecting against cyberthreats that may have significant impact to our individual and collective security and privacy; and,

**WHEREAS**; critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, health care, and emergency response systems; and,

**WHEREAS**; the 2021 Cybersecurity Awareness Month focuses include: Be Cyber Smart; Fight the Phish; "Explore. Experience. Share." - Careers in Cybersecurity; Cybersecurity First; and,

**WHEREAS**; #BeCyberSmart will be the official hashtag for the month; and,

**WHEREAS**; maintaining the security of cyberspace is a shared responsibility and each of us has a critical role to play; and,

**WHEREAS**, the CAPCOG Executive Committee encourages all residents to participate in cybersecurity awareness activities and are asked to seek information at *Stop. Think. Connect. Campaign*, and to become more knowledgeable and prepared;

**THEREFORE, BE IT RESOLVED**, that the Hays County Commissioners Court does hereby declare the month of October 2021, as

**CAPCOG CYBERSECURITY AWARENESS MONTH**

and encourages all residents, to learn about cybersecurity and to put that knowledge into practice in their homes, workplaces, businesses, schools, places of worship, and communities.

**ADOPTED THIS THE 21<sup>ST</sup> DAY OF SEPTEMBER 2021**

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

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

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

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

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

**ATTEST:**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Adopt a proclamation recognizing Hispanic Heritage Month and the contributions made by the Indigenous & Tejano First Families.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

September 21, 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

In the spirit of unity, the Council for the Indigenous & Tejano Community along with the Hispanic Heritage Committee of the Hays County Historical Commission, invite you to join us as we recognize and celebrate the valuable contributions made by the many Indigenous and Tejano first families of Hays County.



**PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH  
AND THE CONTRIBUTIONS MADE BY THE INDIGENOUS AND TEJANO FIRST FAMILIES**

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

**WHEREAS**, each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage, and countless contributions of those whose ancestors were indigenous to North America as well as those who came from Spain, Mexico, the Caribbean, Central America, and South America; and

**WHEREAS**, what began in 1968 as Hispanic Heritage Week under President Johnson was expanded by President Reagan in 1988 to cover a 30-day period starting on September 15 and ending October 15; and

**WHEREAS**, The **Council for the Indigenous & Tejano Community** acknowledges that the Coahuiltecan people who are currently labeled “Hispanic” have lived in Hays County for over 14,000 years; and

**WHEREAS**, In San Marcos, a central plaza was laid out near the San Marcos River and titles issued for thirteen town lots in 1808 to the following Original Settlers: **José Salinas, Juan Ayamontes, Pedro Gallegos, José María Carrillo, Felipe Montoya, Juan Soto, Juan Ramírez, Mateo Gómez, Don Visente Flores, Gil Gómez, Seferino Loretta Losoya, Don Pedro Flores, and Felipe de la Portilla**, the new settlers bringing the population to 82, and

**WHEREAS**, this year’s national theme, “*Esperanza: A Celebration of Hispanic Heritage and Hope*,” encourages us to reflect on the legacy of our own Indigenous and Tejano people who have influenced Hays County history and serve today as leaders in all aspects of life; and

**WHEREAS**, Hays County is the home of these early Tejano first families and landowners: **Alba, Alvarado, Arredondo, Arias, Castillo, Cisneros, Contreras, De Leon, Duran, Elizondo, Espinoza, Falcon, Flores, Gaitan, Garnica, Garza, Guerrero, Hernandez, Hormachea, Lucio, Machado, Mendez, Mendoza, Miranda, Molina, Morales, Murillo, Nevarez, Ortiz, Ramos, Renteria, Reyes, Reyna, Rocha, Rodriguez, Saucedo, Silguero, Tenorio, Torres, Valdez, Vasquez and Veracruz Villalpando**; and

**WHEREAS**, these Tejano first families of Hays County not only provided sweat equity in the cotton fields, farms, and ranches, but also built homes, established businesses, churches and cemeteries, and gave of their time and resources to build up communities in Hays County; and

**WHEREAS**, These Tejano first families established important community organizations such as: **The Woodmen of the World, Sociedad Mutualista de Cuauhtémoc, American GI Forum Men’s Chapter of San Marcos, the American GI Forum Women’s Auxiliary, the League of United Latin American Citizens (LULAC), Centro Cultural Hispano de San Marcos, and Founders of San Pedro Cemetery**; and

**WHEREAS**, In the spirit of unity, the **Council for the Indigenous & Tejano Community** along with the Hispanic Heritage Committee of the Hays County Historical Commission invite you to join us as we recognize and celebrate the valuable contributions made by the many Indigenous and Tejano first families of Hays County.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hays County Commissioners Court does hereby proclaim September 15-October 15, **HISPANIC HERITAGE MONTH**, a day to celebrate our rich Mexican heritage and culture in Hays County, Texas.

**ADOPTED THIS THE 21st DAY OF SEPTEMBER 2021**

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

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

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

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

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

**ATTEST:**

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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

VILLARREAL-  
ALONZO

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of United Healthcare claims.

#### ITEM TYPE

CONSENT

#### MEETING DATE

September 21, 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 Commissioners Court Minutes of August 17, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

CARDENAS

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Minutes sent to the Court under separate cover.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the payment of the September 30, 2021 payroll disbursements in an amount not to exceed \$4,125,000.00 effective September 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Approve the September end of month payroll disbursements not to exceed \$4,125,000.00.

## 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

Approve and confirm the appointment of Darrell Perez as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date September 21, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 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
Constable David Peterson	INGALSBE	N/A

#### SUMMARY

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

##### Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

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

Please refer to the attached bio.

## **DARRELL PEREZ**

**Darrell Perez is from Laredo, Texas. He is married and has one child (2yrs old). Darrell graduated from Laredo Police Academy in 2013. He began his law enforcement career with the Laredo ISD Police Department as a school resource officer. He then transferred to the Austin ISD Police Department.**

**Darrell has over 1630 hours Texas Commission on Law Enforcement Training**

**Licenses/Certification:**

**Active Law Enforcement Reactive Response Team (ALERRT I and ALERRT II)**

**Certified Mental Health Officer**

**Certified Honor Guard**

**Basic Peace Officer Certificate**

**We welcome Darrell Perez to the Constables Office**

## 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 Commissioner Pct. 1 Office to support the City of Kyle Parks and Recreation Department related to developing the land at 1408 Center Street, Kyle, an upcoming park project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	\$2,439.00

#### LINE ITEM NUMBER

001-601-00.5353

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Ingalsbe	INGALSBE	N/A

#### SUMMARY

The Commissioner Pct. 1 would like to provide sponsorship funding to the City of Kyle Parks and Recreation Department's upcoming park project, located at 1408 Center Street, next to the Gregg-Clarke Park, in Kyle.

Objectives of developing the land at 1408 Center Street, Kyle:

- Provide a space for picnicking, bird watching, and observing the outdoors.
- Provide picnic tables, park benches, and park swings to benefit the overall park experience.
- Offer, due to its close proximity to Gregg-Clarke Park, a great location for those exercising or relaxing in the Park.

Attachment: City of Kyle Parks and Recreation Department Sponsorship Memorandum

Funds are available within the Commissioner's operating budget to provide sponsorship support.



## MEMORANDUM

To: Hays County Commissioner Debbie Ingalsbee  
From: Mariana Espinoza, Director of Parks and Recreation  
Date: September 9, 2021  
Re: Park Support

Commissioner Ingalsbee,

The City of Kyle Parks and Recreation Department would like to thank you for your continued support of parks and trails in Kyle. We are looking forward to upcoming park projects at the Gregg-Clarke Park, which is currently our largest multi-use park in the city, home to the James Adkins Pool, and home to the Ash Pavilion. Located next to the Gregg-Clarke Park is the property located at 1408 Center St. We have an exciting opportunity to develop this land to include some passive recreation opportunities for all to enjoy. With the Gregg-Clarke Park walking trail and ballfields nearby, the 1408 location offers opportunities to provide a space for picnicking, bird watching, and observing the outdoors, to name a few.

This request is for support to develop 1408 Center St. We would like to install picnic tables, park benches, and park swings to benefit the overall park experience. The estimated cost for the project is \$2,439.00. 1408 Center St's close proximity to Gregg-Clarke Park offers a great location for those exercising in the park or enjoying the park, to relax in this area and cool off under the beautiful large Oak Tree.

Again, we thank you for your continued support. If we can provide you with any additional information, please let us know.

Mariana Espinoza

*Mariana Espinoza*

City of Kyle Parks and Recreation Department  
700 Lehman Rd Kyle, TX 78610 512-262-399



Example Park Swing



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the Hays County Judge to execute Amendments to the Health Services Agreements between Hays County and Wellpath, LLC to extend the current contract until December 31, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Cutler/Littlejohn

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The contracts for Health Services with Welpath, LLC. expires on September 30, 2021. The Sheriff's Department and Juvenile Detention Center have requested that this contract be extended until December 31, 2021 while a new contract is secured through a formal solicitation process. Amendments still being finalized at time of posting. Will be brought to 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

Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2021 third quarter financial reporting.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	N/A

#### LINE ITEM NUMBER

Various

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize payment to FedEx Office for Emergency Rental Assistance Program printing in the amount of \$749.70 in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	\$749.70

#### LINE ITEM NUMBER

010-763-99-150.5461

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

ERA signs were printed at FedEx Office for the Emergency Rental Assistance Program and a purchase order was not obtained as required per Hays County purchasing policy.

Attachment:  
FedEx Office Invoice



# INVOICE

<b>BILL TO</b> HAYS COUNTY 712 S STAGECOACH TRL STE S 1071 SAN MARCOS, TX 78666-5999 USA	<b>Invoice Number</b> Account Number Authorized User Name Authorized User Number Invoice Date Payment Terms Order GTN	<b>074000001024</b> 0704378157 HAYS COUNTY 0000 07/22/21 Net 30
---	---	--

SIGNEE NAME	SIGNEE PHONE	P.O./REFERENCE
Kim Hilsenbeck	512.395.4214	ERA

#	Item Description	Unit List Price	Unit Discount	Adjusted Unit Amount	Item Quantity	Net Amount
1	FS OS DS Corrug Plastic W/H-St	42.99	18.0000	24.990	30	749.70

TOTAL DISCOUNT \$540.00

<b>SUBTOTAL</b>	<b>\$749.70</b>
<b>TAX</b>	<b>\$0.00</b>
<b>TOTAL DUE</b>	<b>\$749.70</b>

USD

648388 (PC0)

FEDEX OFFICE LOCATION	PLEASE REMIT TO
Buda TX San Antonio Rd Walmart 690 Old San Antonio Road Buda, TX 78610-2108 512.400.4176	FEDEX OFFICE CUSTOMER ADMINISTRATIVE SERVICES P.O. BOX 672085 DALLAS, TX 75267-2085

For billing questions please call 1.800.488.3705  
Or email [cas.webmaster@fedex.com](mailto:cas.webmaster@fedex.com).

FedEx Office requires notification of a billing error  
or dispute within 60 days of the invoice date

Pay online at [fedex.com/officebillingonline](http://fedex.com/officebillingonline)

Electronically reproduced copy of original

## 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 Amendment #3 to a Contract between Hays County and PBS of Texas related to Countywide Janitorial Services pursuant to RFP 2020-P02.

#### ITEM TYPE

CONSENT

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

Various Departments

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Gary Cutler

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

On January 28, 2020 the Commissioners Court approved a contract with PBS of Texas for Countywide Janitorial Services as a result of formal solicitation RFP 2020-P02.

Due to the increased cleaning needs of the new Public Safety Building, the Sheriff is requesting to add additional cleaning services for the Public Safety Building to the contract for a monthly total of \$7,511.00, this is an increase of \$2,736.00 monthly. Funds are available within the SO Operating budget for this contract amendment.

Attached: PBS of Texas Contract Amendment - 3

## Third Amendment to the Janitorial Service Agreement (RFP 2020-P02 Countywide Janitorial Services)

1. This Third Amendment to the Janitorial Service Agreement (the "Third Amendment"), attached as *Exhibit "A"* and executed January 28, 2020 (the "Agreement"), and first amended (the "First Amendment") on March 30, 2021 (attached as *Exhibit "B"*), and second amendment (the "Second Amendment") on July 29, 2021 (attached as *Exhibit "C"*) is made this 15<sup>th</sup> day of September, 2021, and will be effective as of October 1, 2021, by and between **Hays County, Texas ("Client")** and **PBS of Texas, LLC ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Proposed Price increases: See attached Exhibit "D" for breakdown per building:

- a. New Proposed Monthly w/Supplies, \$28,550.00 (current \$24,595.80)
- b. Additional Porter Services (hourly Rate) \$19.50 (current \$18.50)

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

**HAYS COUNTY, TEXAS**

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

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

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

Dated: \_\_\_\_\_

**PBS OF TEXAS, LLC**

By: Kody Smith

Printed Name: KODY SMITH

Title: VICE PRESIDENT / GENERAL MANAGER

Dated: 9/15/2021

ATTEST: \_\_\_\_\_

Elaine Cardenas  
Hays County Clerk





## JANITORIAL SERVICE AGREEMENT

This Janitorial Service Agreement ("Agreement") is entered into as of this 28<sup>th</sup> day of January, 2020 between PBS of Texas, LLC ("Contractor") located at 3456 Alameda Street, Suite 448 Fort Worth, Texas 76126 and Hays County, Texas ("Client") located at 111 East San Antonio Street, Suite 300, San Marcos, Texas, 78666.

1. **SERVICES:** Contractor shall provide janitorial and related services to Client in accordance with the proposal specifications detailed in RFP 2020-P02. Contractor may perform the services by any generally-accepted means and shall not be responsible for delay in performance for circumstances beyond its control. Contractor and Client, by and through, Tammy Crumley, Director of Countywide Operations, or her successor, may agree in writing to adjust service schedules, hours required for cleaning, number of employees required to clean and any such service adjustment so long as such changes do not alter the stated Total Monthly Rate.
2. **TERM:** This Agreement shall commence on February 3, 2020 and be in effect for one (1) year with four (4) additional one (1) year renewals. This Agreement will automatically renew annually unless otherwise notified in writing by either party at least thirty (30) days prior to the annual renewal date. Any such written termination notice must be in accordance with Section 14 below.
3. **TERMINATION:** Either party may cancel this Agreement with or without cause or penalty upon thirty (30) days written notice in accordance with Section 14 below.
4. **PRICE:** Client agrees to pay Contractor, on a monthly basis, for the services as described below based on cleanable square footage provided by Hays County.

Hays County Building	Square Footage	Monthly Rate
Government Center	96,500	\$9,659.30
Health Department	5,000	\$500.00
Kyle PCT 2	14,250	\$1,425.00
Buda PCT 5	5,905	\$590.50
Development Services / Transportation	16,950	\$1,695.00
Foreman Building	2,400	\$60.00
Wintbury PCT 3	10,000	\$1,000.00
Orrington Springs PCT 4	6,300	\$630.00
Kyle Train Depot	4,000	\$65.00

Jail	12,570	\$550.00
Public Safety Building	12,000	\$500.00
Training Academy Portables	2,900	\$125.00
Jail Vehicle & Maintenance Building	1,200	\$100.00
Total Monthly Rate w/o new building		\$16,899.80
New Emergency Services Building		\$6,948.20
Total Monthly Rate w/new building		\$23,848.00

Additional Porter Hourly Rate \$18.50

Pricing is based upon PBS providing all labor, supervision, management, equipment, cleaning supplies, and small tools, as well as related taxes and insurance required to perform the services and schedules outlined herein and is based upon a five (5) day per week work schedule, excluding County-observed holidays. Client agrees to notify Contractor in advance and in writing in the event Contractor's cleaning responsibilities are to be decreased or increased from those previously established. Contractor agrees not to clean any unoccupied space unless specifically requested to do so, in writing, by the Director of Countywide Operations or Building Maintenance Manager.

#### **Consumables**

Expendable restroom supplies, such as toilet tissue, hand towels, hand soap, plastic liners for restrooms and trash receptacles will be provided by Contractor for all areas.

If such supplies are provided by the Contractor and are included in the monthly square footage or flat rate charge, should the volume and/or cost of these items increase by more than five percent (5%) over the established cost, the Client agrees to permit the Contractor to increase the monthly charge to cover such an increase. A summary analysis will be prepared to track the usage and cost. This information will be submitted with any request for a rate increase.

#### **Square Footage Adjustments**

Contractor's billing is based on the cleanable square footage cleaned each month. "Cleanable square footage" is a combination of "occupied tenant space" and "common areas", including lobbies, hallways, vending areas, restrooms, stairwells/landings, etc. Additions and/or deletions to the cleanable square footage will be adjusted at the rates stated in the Pricing Summary.

**The Client will be responsible for notifying Contractor of any additions/deletions in cleanable square footage as they occur.**

Unless otherwise stipulated, square footage adjustments will be calculated as follows:

- i. Additions and/or deletions of square footage under 3,000 sq. ft., effective on the 1st through 15th of the month will be added or deleted for the full month.
- ii. Additions and/or deletions of square footage under 3,000 sq. ft., effective on the 16th through the end of the month, will be added or deleted effective the 1st day of the following month.
- iii. Additions and/or deletions of 3,000 sq. ft. or more will be calculated from the actual notification date.



In the event the Client makes an error in calculation of square footage, Contractor will make corresponding billing adjustments on the next scheduled billing date. However, no billing adjustments will be made for deleted square footage more than thirty (30) days retroactively from the date of notification.

#### **Minimum Wage Escalation**

Prices quoted herein are based on current federal and state minimum wage rates. As additional wage increases are imposed on Contractor due to current and/or future legislation or additional changes in city, state and/or federal regulations, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs. Contractor, prior to increasing related billing rates, will secure the Client's approval of such increases.

#### **The Affordable Care Act**

Prices quoted herein are based on the rules, regulations, and legislation in place pertaining to employee benefits. As the Affordable Care Act continues to evolve with adjustments and revisions and such the new laws are imposed on Contractor due to current and/or future legislation, the monthly rates shall be adjusted to cover such increases in wages and related payroll costs. Prior to increasing related billing rates, Contractor will secure the Client's approval of such increases.

#### **Holidays**

Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis. A holiday on the sixth or seventh day of the workweek shall be subject to an additional charge of one full day at straight time only if/when Contractor is obligated to pay wages for that day.

#### **Price Determination**

The price(s) quoted herein are based on "cash equivalent" payment(s) (cash, check, money order, wire transfer or direct deposit) within thirty (30) days of invoice date. Payments by any other means, such as credit cards will be subject to a service surcharge.

#### **Invoicing**

Contractor will deliver an invoice (the "Invoice") to Client by the end of each calendar month for the next calendar month's services. Client agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice (the "Due Date"). Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Agreement pursuant to Section 10.

#### **Additional Pricing**

##### **Emergency Labor**

Regular Working Hours	\$18.50 per man hour
After Hours, Week-ends and Holiday Cleaning	\$30.75 per man hour
Supervisor (Anytime)	\$34.00 per man hour

*Minimum charge of 4 hours, per person, per call.*

##### **Carpet Cleaning**

Carpet cleaning not outlined in the Janitorial Specifications Section of this proposal, will be provided as an additional service at the following prices:

Semi-Dry Method	\$.20 Per Sq. Ft.
Hot Water Extraction Method	\$.25 Per Sq. Ft.

*Minimum charge of \$175.00 per call*

5. **EXTRAORDINARY COST CHANGES:** If any extraordinary events affect Contractor's costs, upon written notice to Client, the parties agree to negotiate a reasonable adjustment. Such events shall include but not be limited to: armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor reasonably cannot protect itself.
6. **APPROPRIATION OF FUNDS:** In the event the Hays County Commissioners Court fails to appropriate adequate funding for this Agreement in any given fiscal year, this Agreement shall automatically terminate on October 1<sup>st</sup> of such fiscal year.
7. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless Client, its agents or assigns from loss, liability, cost, or expense (including reasonable attorney's fees) for bodily injury, death and property damage which arises out of work performed or failed to be performed under this agreement. Contractor shall not be liable for delay, loss or damage, caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or other causes beyond Contractor's reasonable control.

To the extent permitted by law and without requiring the establishment of a sinking fund, Client shall indemnify, defend and hold harmless Contractor from claims for injury to Contractor's employee and others resulting from the condition of Client's premises or equipment but only to the extent same is not caused by Contractor's fault. Contractor will be responsible for any theft determined to be caused by its

8. **INSURANCE AND TAXES:** Contractor agrees to maintain in effect, during the term hereof, insurance for Workers' Compensation or similar type coverage, with statutory limits, and personal injury and property damage with \$2,000,000 combined single limit liability per occurrence. Contractor shall furnish to Client prior to commencement of this agreement, a certificate of insurance evidencing such coverage and specifying that thirty (30) days' prior notice of cancellation shall be sent to Client. Contractor shall be responsible for paying all payroll-based taxes, workers' compensation, liability insurance and other similar expenses. Failure to maintain the above-stated insurance can result in termination of this Agreement.
9. **CONFORMANCE WITH LEGAL OBLIGATIONS:** Client agrees to keep its facilities in safe condition and in conformance with federal, state, and local laws, ordinances and regulations, and agrees to indemnify and hold harmless Contractor, to the extent permitted by law and without requiring the establishment of a sinking fund, from loss and liability (including reasonable attorneys' fees if approved by a court of law in county (counties) in which work is performed) caused by Client's failure to do so.
10. **TERMINATION BY DEFAULT:** If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may terminate the Agreement.
11. **GOVERNING LAW AND VENUE:** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Texas, without regard to any conflicts of law.
12. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Client. Client agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of this Agreement.



13. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in the Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument and signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.
14. **NOTICES:** Notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed with postage prepaid, to the following:

**TO HAYS COUNTY**

Hays County Courthouse  
Hays County Judge's Office  
Attn: Judge Ruben Beccera  
111 East San Antonio Street, Suite 300  
San Marcos, Texas 78666  
Phone: (512) 393-2205

With copy to:  
Hays County Government Center  
Countywide Operations  
Attn: Tammy Crumley  
712 South Stagecoach Trail, Suite 1045  
San Marcos, Texas 78666  
Phone: (512) 878-6673


**TO PBS OF TEXAS, LLC**

PBS of Texas, LLC  
Attn: Mike Shaffer  
301 Hesters Crossing #204  
Round Rock, Texas 78681  
Phone: (817) 560-1511  
Cell: (210) 291-7722

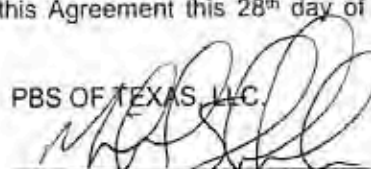
15. **BINDING:** This Agreement shall insure to and bind the successors, assigns, agents and representatives of both parties.
16. **AUTHORITY:** The undersigned representative of each party warrants that he/she has the full authority to execute this Agreement and bind the party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 28<sup>th</sup> day of January, 2020.

HAYS COUNTY, TEXAS

  
Ruben Beccera  
Hays County Judge

PBS OF TEXAS, LLC

  
Printed Name: Mike Shaffer  
Title: Regional Sales Manager

ATTEST:

  
Elaine Cardenas  
Hays County Clerk

## Amendment to Contract RFP 2020-P02 Countywide Janitorial Services

1. This amendment (the "Amendment") is made by **Hays County** and **PBS of TEXAS**, parties to the agreement **RFP 2020-P02** dated **January 28, 2020** (the "Contract").

2. The Agreement is amended as follows:

a. Removal of services:

- Public Safety Building (Old) \$500.00 per month, effective 3.12.21 per the email, attached hereto and incorporates herein as *Exhibit A*.
- Training Academy Portables (old) \$125.00 per month, effective 3.12.21 per the email, attached hereto and incorporates herein as *Exhibit A*
- Government Center, Pct. 2 Kyle, Pct. 3 Wimberley, Pct. 4 Dripping Springs, and Pct. 5 Buda: remove all additional porter cleaning services at the end of March, effective 3.31.21

b. Addition of New Services:

- Training Building (new) \$810.00 per month, per provided quote, attached hereto and incorporates herein as *Exhibit B*

c. Breakout of PSB: \$4775.00

- Sheriff: \$4,235.52 (46125.52 sq. ft.)
- Emergency Services: \$539.48 (5874.48 sq. ft.)

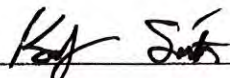
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

By: 

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: 3-30-2021

By: 

Printed Name: KODY SMITH

Title: VICE PRESIDENT / GM

Dated: 4/1/2021

**From:** [Kody Smith](#)  
**To:** [Stephanie Hunt](#)  
**Cc:** [Tom Hackney](#); [John Saenz](#); [Yvette Faulkner](#); [Chris Deichmann](#); [Lisa Griffin](#); [Tammy Crumley](#); [Brett Littlejohn](#); [Kimberli Andrews](#)  
**Subject:** RE: Cleaning Services Addendum  
**Date:** Thursday, March 18, 2021 1:24:44 PM  
**Attachments:** [image001.png](#)

---

Hi Stephanie,

We can certainly accommodate these requests to amend the contract. I do not have an addendum template on hand, if you could please forward one we can have that executed and returned.

PBS invoices at the start of the month, so March has already been submitted with Training Academy Portables and Old PSB on the invoice in full. We can credit this invoice and resubmit with the prorated amounts for partial monthly services. We can also edit the New PSB to be broken out in the 2 departments, and have this change moving forward.

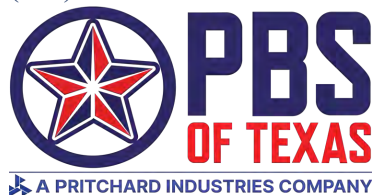
PBS has been providing services at the New Training Facility since mid-January, so that site is already on our existing invoices for March, February, and January (prorated – partial month). No change should be necessary there.

I want to clarify on the reduction in additional porter services effective 3/31. Will we be reducing these additional porters and hours at Government Center only, or at all other locations currently receiving additional coverage? We have additional hours at GC, PCT 2 Kyle, PCT 3 Wimberley, PCT 4 Dripping Springs, and PCT 5 Buda.

Please let me know if you have any questions.

Thanks!

**Kody Smith**  
 PBS of Texas  
 3456 Alameda #448  
 Fort Worth, TX 76126  
 (817) 716-2009




---

**From:** Stephanie Hunt <stephanie.hunt@co.hays.tx.us>

**Sent:** Thursday, March 18, 2021 12:06 PM

**To:** Kody Smith <kody@pbsoftexas.com>

**Cc:** Tom Hackney <tom.hackney@co.hays.tx.us>; John Saenz <john.saenz@co.hays.tx.us>; Yvette Faulkner <yvette.faulkner@co.hays.tx.us>; Chris Deichmann <chris.deichmann@co.hays.tx.us>; Lisa Griffin <lisa.griffin@co.hays.tx.us>; Tammy Crumley <tammy.crumley@co.hays.tx.us>; Brett Littlejohn <brett.littlejohn@co.hays.tx.us>; Kimberli Andrews <kimberli.andrews@co.hays.tx.us>

**Subject:** Cleaning Services Addendum

Kody,

After speaking with all the departments we would like to propose the following addendum to the Cleaning Contract under RFP 2020-P02.

1. Removal of services:
  - Public Safety Building (Old) \$500.00 per month, effective 3.12.21 per your email
  - Training Academy Portables (old) \$125.00 per month, effective 3.12.21 per your email
  - Government Center, remove all additional porter cleaning services at the end of March, effective 3.31.21
2. Addition of New Services:
  - Training Building (new) \$810.00 per month, per provided quote
3. Breakout of PSB: \$4775.00 (Since each building is broken out in the contract we would prefer for the building to be broken down for invoicing purposes) Can you please provide the breakout of the pricing for the following breakdown of the square footage areas?
  - Sheriff @ 46125.52 sq. ft.
  - Emergency Services @ 5874.48 sq. ft.

Does PBS have an addendum format that you can add this to and send over for signature? We would like to get this on the agenda for next week for approval, so if you can get this back to me by tomorrow morning that would be great. If you do not have an addendum format I can create one and send your way, just let me know.

Please let me know if you have any questions and if I missed anything that we have discussed.

Thank you,

*Stephanie Hunt*

Hays County Purchasing Manager  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78610  
(512) 393-2267



A PRITCHARD INDUSTRIES COMPANY

**PBS of TEXAS, LLC**

3456 Alemeda #448

Fort Worth, TX 76126

Phone: (817) 560-1511

[kody@pbssoftexas.com](mailto:kody@pbssoftexas.com)**PROPOSAL**

DATE	3/19/2021
INVOICE #	
CUSTOMER ID	Hays

**SUBMIT TO**

Hays County

DESCRIPTION	TOTAL
New Public Safety Building - Monthly Janitorial	
Sheriff Office (46,125 sq ft)	\$4,235.52
Emergency Services (5,875 sq ft)	\$539.48

Subtotal	\$4,775.00
Taxable	-
Tax rate	0.000%
Tax due	-
Other	-
<b>TOTAL</b>	<b>\$4,775.00</b>

**OTHER COMMENTS**



## Amendment to Contract RFP 2020-P02 Countywide Janitorial Services

1. This amendment (the "Amendment") is made by **Hays County** and **PBS of TEXAS**, parties to the agreement **RFP 2020-P02** dated **January 28, 2020** (the "Contract").

2. The Agreement is amended as follows:

a. Removal of services:

- Public Safety Building (Old) \$500.00 per month, effective 3.12.21 per the email, attached hereto and incorporates herein as *Exhibit A*.
- Training Academy Portables (old) \$125.00 per month, effective 3.12.21 per the email, attached hereto and incorporates herein as *Exhibit A*
- Government Center, Pct. 2 Kyle, Pct. 3 Wimberley, Pct. 4 Dripping Springs, and Pct. 5 Buda: remove all additional porter cleaning services at the end of March, effective 3.31.21

b. Addition of New Services:

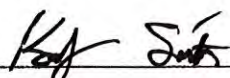
- Training Building (new) \$810.00 per month, per provided quote, attached hereto and incorporates herein as *Exhibit B*

c. Breakout of PSB: \$4775.00

- Sheriff: \$4,235.52 (46125.52 sq. ft.)
- Emergency Services: \$539.48 (5874.48 sq. ft.)

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

By:   
Printed Name: Ruben Becerra  
Title: Hays County Judge  
Dated: 3-30-2021

By:   
Printed Name: KODY SMITH  
Title: VICE PRESIDENT / GM  
Dated: 4/1/2021



## Second Amendment to the Janitorial Service Agreement (RFP 2020-P02 Countywide Janitorial Services)

1. This Second Amendment to the Janitorial Service Agreement (the "Second Amendment"), attached as *Exhibit "A"* and executed January 28, 2020 (the "Agreement"), and first amended (the "First Amendment") on March 30, 2021 (attached as *Exhibit "B"*), is made this 27<sup>th</sup> day of July, 2021, by and between **Hays County, Texas** ("Client") and **PBS of Texas, LLC** ("Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Section 4 of the Agreement shall be amended as follows:

a. Remove the following listed services:

- New Emergency Services Building: \$4,775.00 monthly cleaning that was effective January 4, 2021 pursuant to the First Amendment. (Pricing reflected two 8-hour day porters performing all cleaning two times per week, as stated on the proposal, attached hereto and incorporated herein as *Exhibit B*.)

b. Add the following listed services:

- New Emergency Services Building: \$7,511.00 monthly cleaning. Prices reflect an 8-hour day porter and nightly clean Monday-Friday with exception of Holidays, as stated on the proposal, attached hereto and incorporated herein as *Exhibit C*.
  - Sheriff @ 46125.52 sq. ft. for \$6,659.00 per month
  - Emergency Services @ 5874.48 sq. ft. for \$852.00 per month

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

**HAYS COUNTY, TEXAS**

By: [Signature]

Printed Name: Ruben Becerra

Title: Hays County Judge

Dated: 7-27-2021

ATTEST: [Signature]  
Elaine Cardenas MBA PhD  
Hays County Clerk

**PBS OF TEXAS, LLC**

By: [Signature]

Printed Name: Kody Smith

Title: VICE PRESIDENT - GENERAL MANAGER

Dated: 7/29/2021



**Exhibit D - Third Amendment to the Janitorial Service Agreement**  
**RFP 2020-P02 Countywide Janitorial Services**  
**Proposed Price Increases: to include with and without provided supplies**

Exhibit D (2 Pages)  
Proposed Price Increases

Building	Cleaning Times	Approx. Sq. Foot	Number of Employees	Curent Cost per Month w/supplies	New proposed Monthly w/Supplies	New proposed Monthly wo/Supplies
Government Center	M-F 6am -3pm	96,500	3	\$ 9,659.30	\$ 11,950.00	\$ 10,440.00
Health Department	M-F 8 am - 4 pm clean within time	5,000	1	\$ 500.00	\$ 845.00	\$ 765.00
Kyle PCT 2	M-F 8 am - 4 pm clean within time	14,250	1	\$ 1,425.00	\$ 1,650.00	\$ 1,430.00
Buds PCT 5	M-F 8 am - 4 pm clean within time	5,905	1	\$ 590.50	\$ 750.00	\$ 660.00
Development Services/Transportation	M-F 8 am - 4 pm clean within time	16,950	1	\$ 1,695.00	\$ 1,950.00	\$ 1,685.00
Foreman Building	Friday 8am-3pm clean within time	2,400	1	\$ 60.00	\$ 75.00	\$ 45.00
Wimberley PCT 3	M-F 8 am - 4 pm clean within time	10,000	1	\$ 1,000.00	\$ 1,200.00	\$ 1,045.00
Dripping Springs PCT 4	M-F 8 am - 4 pm clean within time	6,300	1	\$ 630.00	\$ 775.00	\$ 675.00
Historic Train Depot - Kyle	Every other Thursday 8am-4pm clean within time	4,000	1	\$ 65.00	\$ 85.00	\$ 55.00
Jail	Monday & Thursday 8am-4pm clean within time	12,570	1	\$ 550.00	\$ 700.00	\$ 515.00
Public Safety Building - Uhland	removed w/Amendment 1					
Training Academy	Monday & Thursday 8am-4pm clean within time	2,900	1	\$ 810.00	\$ 810.00	\$ 765.00
Vehicle & Maintenance Bulding - Uhland	Monday & Thursday 8am-4pm clean within time	1,200	1	\$ 100.00	\$ 110.00	\$ 90.00
New Emergency Services Building	M-F 8 Hr. Day Porter 8 hr. Night Porter	52,000	2	\$ 7,511.00	\$ 7,650.00	\$ 6,836.00
Total Monthly Cost				\$ 24,595.80	\$ 28,550.00	\$ 25,006.00

**Exhibit D - Third Amendment to the Janitorial Service Agreement**  
**RFP 2020-P02 Countywide Janitorial Services**  
**Proposed Price Increases: to include with and without provided supplies**

	Current rate	New Proposed Rate
Additional Porter Services (hourly Rate)	\$ 18.50	\$ 19.50

Alternate Services

Flooring Type	Method of Cleaning	Current Cost per Sq. Ft.	New Proposed Cost per sq. ft.
Carpet	Bonnet	\$ 0.20	\$ 0.20
VCT Cleaning	Strip/Wax	\$ 0.30	\$ 0.32
Polished Concrete	Polish	\$ 0.20	\$ 0.20
Laminate Flooring	Polish	\$ 0.20	\$ 0.20
Terrazzo Tile	Polish	\$ 0.40	\$ 0.40

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve Utility Permits.

#### ITEM TYPE

CONSENT

#### MEETING DATE

September 21, 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

SMITH

#### SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2021-4675-UTL	Williamson Rd (Bore)	Fiberlight (Fiber Optic)
TRN-2021-4676-UTL	Pursley Rd (Overhead)	PEC (Electric)
TRN-2021-4691-UTL	CR 266 (Trench)	Crystal Clear SUD (Water)



## Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

### UTILITY PERMIT APPROVAL LETTER

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

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

#### General Special Provisions:

1. Construction of this line will begin on or after 10/1/2021 .

#### Utility Company Information:

Name: Fiberlight, LLC

Address: 4360 Beltway Place Arlington TX

Phone: 7129166005

Contact Name: Doug Klunder

#### Engineer / Contractor Information:

Name: Texas One Telcom One, LLC

Address: 2806 Simmons Dr Sachse TX 75048

Phone: 4694322121

Contact Name: Steohanie Perez

#### Hays County Information:

Utility Permit Number: TRN-2021-4675-UTL

Type of Utility Service: fiber optic

Project Description:

Road Name(s): Williamson Rd, , , , , ,

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. [unclear]".

Engineering Technician

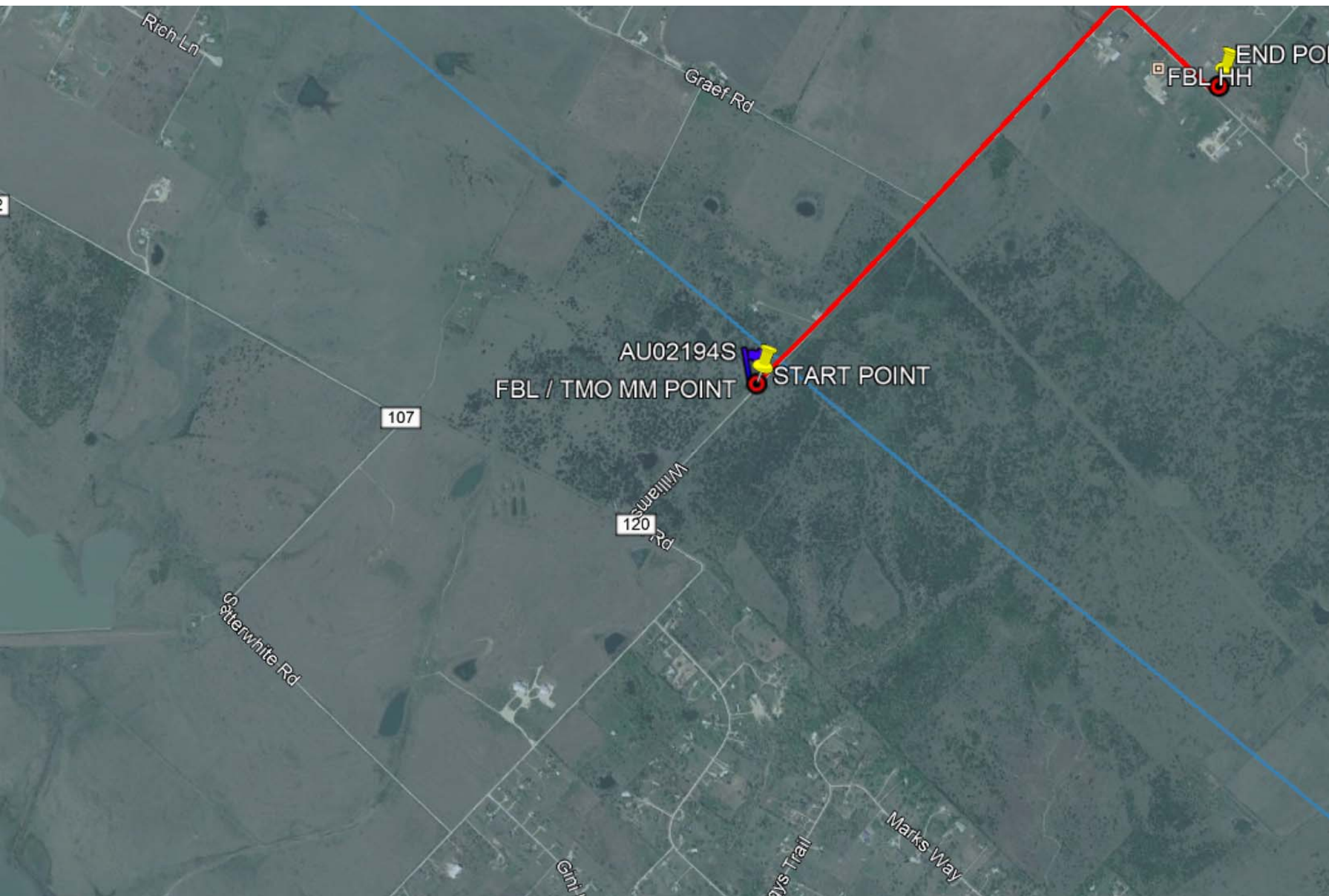
09/14/2021

Signature

Title

Date







## Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

### UTILITY PERMIT APPROVAL LETTER

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

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

#### General Special Provisions:

1. Construction of this line will begin on or after 9/20/2021 .

#### Utility Company Information:

Name: Pedernales Electric Cooperative

Address: 9115 Circle Dr. Austin TX

Phone: 5127457679

Contact Name: Marshall Lowrance

#### Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

#### Hays County Information:

Utility Permit Number: TRN-2021-4676-UTL

Type of Utility Service: Primary power line

Project Description:

Road Name(s): Pursley Rd., , , , , ,

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. [unclear]".

Engineering Technician

09/14/2021

Signature

Title

Date





Pursley Rd

RED IS THE CURRENT EXISTING FACILITIES

30 FT.  
GUY WIRE

198

YELLOW IS NEW PROPOSED  
FACILITIES IN RIGHT OF  
WAY

Pursley Rd

270 FT.

198

POLE WILL BE IN PRIVATE  
PROPERTY

1801

Pursley Rd





## Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

### UTILITY PERMIT APPROVAL LETTER

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

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

#### General Special Provisions:

1. Construction of this line will begin on or after 10/1/2021 .

#### Utility Company Information:

Name: Crystal Clear SUD

Address: 2370 FM 1979 San Marcos TX

Phone: 8307437429

Contact Name: Russ Herzog

#### Engineer / Contractor Information:

Name:

Address: P.O. Box 8614 Horseshoe Bay TX 78657

Phone:

Contact Name: Gaspar Caracheo

#### Hays County Information:

Utility Permit Number: TRN-2021-4691-UTL

Type of Utility Service: PVC water line

Project Description:

Road Name(s): County Road 266, El Camino Way, , , , ,

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. [unclear]".

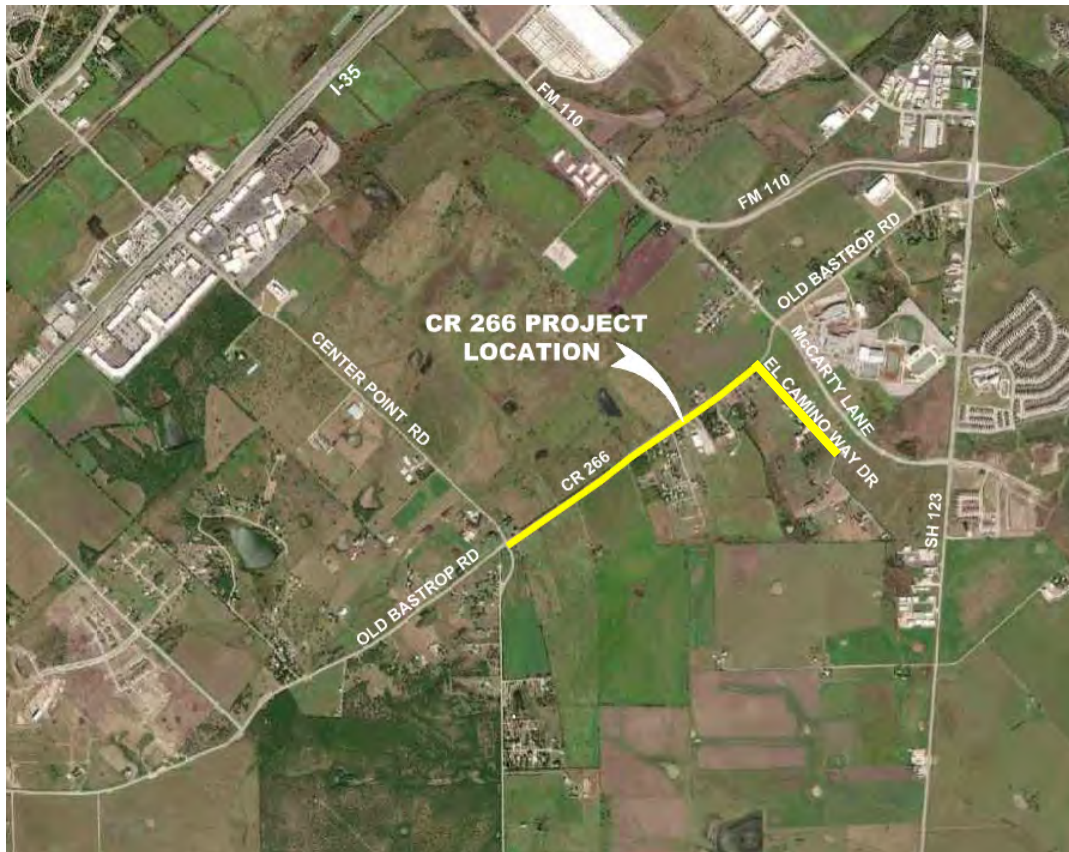
Engineering Technician

09/16/2021

Signature

Title

Date



## JUNE 2021



**M&S ENGINEERING**  
ELECTRICAL • CIVIL • STRUCTURAL • MEP  
TXING FIRM # F-1394 | TSP/ELS FIRM #10169800  
WWW.MSENSGR.COM | (830) 228-5446

MAIN OFFICE

P.O. BOX 970  
SPRING BRANCH,  
TEXAS 78070  
PHONE # (830) 228-5446  
FAX # (830) 885-2170

BRANCH OFFICE

376 LANDA STREET  
NEW BRAUNFELS,  
TEXAS 78130

DATE DRAWN  
6/23/2020

SHEET  
G0.0

## 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 92 days (December 31, 2021).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 31, 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. After review from the committee, the committee recommended to reject the proposal. On July 13, 2021 Commissioners Court approved to reject the proposal.

The Treasurer is currently working on developing a scope of work that better meets the needs of the County for a new solicitation. The Treasurer is requesting a sixth extension with Sage Bank through December 31, 2021 to allow Hays County to resolicit and secure a new contract.

Attachment: Contract Extension - Part 6





## 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](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
*Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

September 15, 2021

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

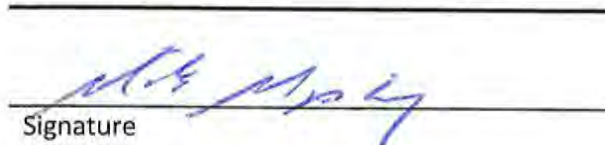
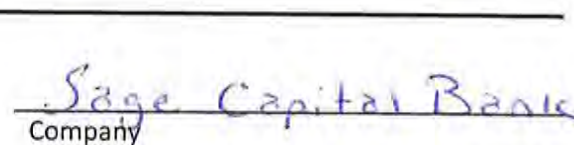
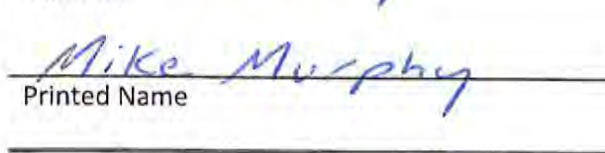
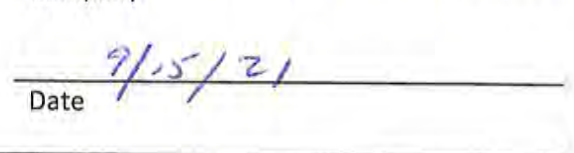
RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on September 30, 2021 and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 92 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 December 31, 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](mailto: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

Authorize payment to TimeKeeping Systems, Inc. for \$3,150 for professional services related to the Jail Guard 1 timekeeping system and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	\$3,150

#### LINE ITEM NUMBER

001-618-03.5718\_700

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

In November 2019, the court approved enhancements to the current jail Guard 1 timekeeping system, a total upgrade of \$31,090. The amount of \$3,150 for onsite professional services was not originally billed and payment needs to be made. Funding is identified in the jail operating budget.

Budget Amendment  
Decrease Software Maintenance & Licensing  
Increase Software Capital

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds of \$5,837 were received and authorize payment to Lester's Shop for repairs of \$5,273.26 in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	\$5,837

#### LINE ITEM NUMBER

001-618-00.5413

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Sheriff's Office is seeking approval to budget insurance proceeds received for vehicle repairs. The County has received a total of \$5,837 for two vehicles. Additionally, the insurance proceeds were to be sent to the vendor for payment but were sent to the County instead, and a purchase order is not in place. The S.O. is requesting approval of payment to Lester's Shop for one of the vehicles; the repairs total \$5,273.26.

##### Budget Amendment:

Increase Vehicle Maintenance & Repair: 001-618-00.5413 - \$5,837

Increase Compensation for Loss: 001-618-00.4680 - (\$5,837)

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the appointment of Maria Cristina Nelson to serve on Emergency Services District #1 to replace Geoffrey Tahuahua, for a term ending December 31, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Commissioner Walt Smith

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

See attached resume.



# María Cristina E. Nelson

Dripping Springs, Texas 78620

---

## EDUCATION

### **The University of Texas School of Law, Austin, Texas**

Juris Doctor, May 2004

- ♦ *Texas International Law Journal*: Article & Notes Editor
- ♦ Study-abroad program at Queen Mary, University of London
- ♦ Chicano/Hispanic Law Students Association
- ♦ Allen Lane Roberts Endowed Presidential Scholarship in Law

### **Harvard University, Cambridge, Massachusetts**

Bachelor of Arts *cum laude*, June 2000

- ♦ Major in Government; minor in Spanish
- ♦ Harvard Development Office: *Student Supervisor for Phonathon Program*
- ♦ Ballet Folklórico de Aztlán (treasurer)
- ♦ Intramural Crew for Dunster House
- ♦ Research-writer for *Let's Go: Mexico 2001* (travel guide)

## LEGAL

## EXPERIENCE

### **Law Offices of Cristina Nelson PLLC, Dripping Springs, Texas**

*Principal Attorney*, April 2016–Present

- ♦ Primarily probate and estate planning practice with some family law, mediations, and corporate entity formation.

### **Dorothy Butler Law Firm, Dripping Springs, Texas**

*Attorney at Law*, June 2013–March 2015

- ♦ Civil litigation practice in state court proceedings, including small claims cases and construction disputes; estate planning and trusts

### **Law Office of María Cristina E. Nelson, San Antonio, Texas**

*Attorney at Law*, June 2013–February 2015

- ♦ Civil appellate and litigation practice in state court proceedings, including a home owners' association dispute involving multiple parties.
- ♦ Draft estate, trust, and entity-formation documents for clients.

### **The Davis Group Attorneys & Counselors, P.C., San Antonio, Texas**

*Senior Associate*, February–June 2013

- ♦ Commercial litigation and appellate practice in both state and federal court proceedings, involving real estate disputes.

### **Langley & Banack, Inc., San Antonio, Texas**

*Associate*, December 2006–January 2013

- ♦ Complex commercial litigation and appellate practice in both state and federal court proceedings, involving fiduciary, probate, contract, insurance, real estate, deceptive-trade-practices, banking, employment, bankruptcy, construction, theft-of-trade-secrets, and oil-and-gas issues.
- ♦ Oral advocacy experience includes oral argument before the 4<sup>th</sup> Court of Appeals.
- ♦ Managed document-intensive discovery in construction and theft-of-trade-secrets cases.

**The Honorable Andrew S. Hanen, United States District Judge, Brownsville, Texas**

*Law Clerk*, September 2004–July 2006

Assisted the judge with trial docket; researched and wrote draft opinions and legal memoranda involving civil, criminal, and administrative cases; briefed the judge on pending matters and assisted in conferences, hearings, and trials; prepared jury instructions.

- HONORS & AWARDS**
- ♦ 2020–2021 Texas Super Lawyer, Thompson Reuters *Super Lawyers* magazine.
  - ♦ 2013–2018 Rising Star, Thompson Reuters *Super Lawyers* magazine.
  - ♦ Recognized as one of San Antonio’s Rising Stars in *S.A. Scene* magazine in 2013.
  - ♦ Recognized by peers as one of San Antonio’s Best Lawyers in *Scene in SA* magazine in 2009 and 2012.

**BAR MEMBERSHIP  
& PROFESSIONAL/  
COMMUNITY  
ORGANIZATIONS**

State Bar of Texas—admitted November 5, 2004  
United States District Court for the Southern District of Texas—admitted 2006  
United States District Court for the Western District of Texas—admitted 2007  
United States District Court for the Eastern District of Texas—admitted 2011  
Hays County Bar Association  
Austin Bar Association  
Seton Home of San Antonio, Board Member 2013-2014  
YWCA of San Antonio, Board Member 2007-2014

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve the appointment of Staci Dement to serve on Emergency Services District #1 to replace Daniel O'Brien, for a term ending December 31, 2021.

#### ITEM TYPE

CONSENT

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Commissioner Walt Smith

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

See attached resume.

# Staci Dement

*Experienced Regional Director with a demonstrated history of working in the hospital and healthcare industry. Strong operations and sales professional with extensive experience in Healthcare management.*

. Key skills include:

Prospecting & Lead Development	Contract Negotiations	Customer Service & Support
Customer & Client Partnering	Operations Analysis	Operations Planning
Policies & Procedures	Quality Assurance	Strategic Planning
Account Management	Client Relationship Management	Customer Presentations
Financial Planning/Budgeting	Knowledge of ACO's & BPCI's	Healthcare Compliance

---

## Career Highlights

---

**Successfully hired a full marketing team w/ in 30 days of employment**-Multiple employees have followed me from company to company to be able to continue to work with me. This enables me to hire strong employees quickly when a team is needed. Increased referrals & admissions by 533% in my first 90 days of employment. (Harbor Hospice-Regional Director of Marketing & Operations)

**Started up successful clinic**, which remained at 95% of plan or better. Contributed \$.5M consistently to the bottom line of hospital and kept poorly-performing hospital open. Some days the clinic outperformed the entire hospital in terms of number of patients seen in the clinic vs. number of occupied beds in the hospital. (Healogics/HealthSouth-Program Director)

**Effective Relationship Development**-We were a contracted department within the hospital and were not welcome when we first opened our doors due to the CFO having a previous bad experience with a similar type of clinic in the hospital that lost a significant amount of money. The CEO insisted that we open the clinic and I was able to develop a trusting relationship the CFO by making the hospital money and fully integrating our department in to the hospital. I did this by meeting with the CFO weekly and other hospital leadership monthly to understand the needs of the hospital and communicate what was happening in and outside of the clinic at all times. By fully understanding the mission, billing/reimbursement and financial needs of the hospital, I was able to manage the clinic in a manner that was clinically and financially successful for HealthSouth. (Healogics/HealthSouth-Program Director)

**Successfully negotiated contracts** with HealthSouth 4 times. Successors were unable to negotiate renewed contracts upon my departure. Healogics/HealthSouth-Program Director)

---

## Professional Experience

---

### **Ascension Seton, (2019-Current)**

Physician Relations Manager, Strategic Operations & Growth

Develop and maintain strong relationships with targeted specialty referral sources through consistent, strategic, field outreach strategies in support of programmatic development and growth. The objective of my work is to facilitate service line growth for multiple assigned priority service lines as defined by the strategic plan of Ascension Texas. I work with service line leadership on overall program development and growth strategies and positively represent Ascension Texas to targeted referral sources with the intent to develop and strengthen hospital system/physician/referral source relationships that contribute to the Ascension Texas reputation and market position. Coordination of marketing activities and assist with client account set-up, regular communications, and overall maintenance of business.

- Contact prospective companies to determine client needs, identify decision makers, set appointments, and close sales.
- Contact current and prospective clients to market additional healthcare services.
- Work cooperatively with provider personnel to expedite service delivery and ensure appropriate billing for services.
- Recommend and assist with the development of new or improved services.
- Monitor and report competitor activity including products/services offered, pricing and delivery networks. Assist with the development of promotional materials.
- Communicate knowledge to patients, customers, caregivers, referral sources and/or co-workers via telephone and direct contact.

### **Encompass Health Rehabilitation Hospital of Austin & Round Rock, (2018-2019)**

*Senior Rehabilitation Liaison*

Demonstrate clinical experience & leadership to assist all members of the marketing team in sales, marketing, territory, and census development in field related activities. Responsible for census and market development as defined through targeted goals as set forth in the business plan and carry an assigned account/territory. Assist with training, coaching, and management of new and current employees.

- Same store growth increase of 20% in my sales team's territory Q2, Q3, & Q4 2018.
- 66% increase in daily admissions for my sales team Q2, Q3, Q4 2018.
- Sales objectives exceeded in Q2, Q3, Q4 2018.
- Exceeded active daily census goals for our Round Rock and Austin hospitals Q2, Q3, Q4 2018.
- Invitation to previously closed ACO.
- Personally invited to attend Seton CIN monthly Interact meeting.

### **Harbor Hospice, Austin, TX (2017-2018)**

*Regional Director of Business Development*

Initiate, develop and maintain community relations located within the Austin, Georgetown, and New Braunfels service areas. Supervise community education coordinators in each area.

- Hired full-time sales team within 30 days of employment. Team increase referrals by 533% in the first 90 days.
- Positively changed the operational & sales team culture by requiring a weekly IDT meeting and a monthly team building. Employee satisfaction increased from 80% to 98% within 90 days of implementing.

### **Encompass Home Health & Hospice, Austin, TX (2015-2017)**

#### *Division Manager*

Planned and implemented sales process. Recruited and hired all Area Managers in division. Identified opportunities and penetrated market to achieve revenue and admission goals. Responsible for achieving/exceeding budgeted patient admission goals for my division and for each of the Area Managers that I supervised.

- Achieved 140% of plan and landed both managed branches in the black for the first time in years--without a full team in place.
- Developed a streamlined/focused sales process to increase efficiency in my team's time management. This led to an increase in referrals & admissions so that each area manager was able to exceed their quotas and bonus.
- Increased knowledge of ACO's, BPCI's, & CMS quality initiatives.

### **HealthSouth Center for Wound Care & Hyperbaric Medicine, Austin, TX (2007-2015)**

#### *Program Director*

Implemented and managed strategic growth program including outpatient wound care center, HBO, inpatient and outreach. Oversaw day to day program operations as well as budgeting, revenue and cost management, reimbursement, quality management, performance improvement, marketing and community education, and human resource management. Maintained collaborative and consultative relationships internal and external to the hospital organization.

- Uncovered billing mistake that could have cost the hospital a lot of money. Identified the mistake and informed the CEO. Corrected the mistake and rectified the situation quickly preventing loss of money for hospital.
- Obtained Interim Medical Director when full-time director suddenly left organization. Kept clinic open and functioning successfully until replacement was found.
- Developed fun, but hard working staff culture by having consistent meetings in and out of the clinic. I would have our formal staff meetings weekly and would have one team member present at each meeting in addition to the regular agenda. We also had informal meetings once a month outside the clinic for team building. I would round on my team every six months to see how they were doing in their role, what goals they had for their career and to find out what was going on with them personally, good or bad. When I left the clinic, several of my team followed me.
- Trained and developed several team members who are now in leadership positions. Played a large role in getting the most recent CEO of HealthSouth-Austin his job with them.

---

## **Education & Technical Expertise**

---

B.S. in Health Professions-Healthcare Administration, Texas State University (San Marcos, TX)

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to execute a resolution certifying that the County has approved a \$13,000 grant for FY 2022 to Combined Community Action, an organization that provides home delivered meals to homebound persons in the county that are elderly or have a disability.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	\$13,000

#### LINE ITEM NUMBER

001-895-98-323.5800

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

Regarding Section 3 of the certification, the County Auditor has not reviewed the accounting system of the Combined Community Action Agency and therefore cannot attest to its compliance with the Uniform Grants Management Standards with regards to its financial management system.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

#### SUMMARY

Attachment: Texas Department of Agriculture (TDA) Resolution for Combined Community Action home delivered meal grant program.





**TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL  
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT  
PROGRAM YEAR 2022**

A resolution of the County of Hays (County) Texas certifying that the county has made a grant to Meals on Wheels Rural Capital Area/CCA (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the County recognizes Kelly Franke, Executive Director (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

**BE IT RESOLVED BY THE COUNTY:**

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ 13,000 to be used between the:

1 of October ☒ 2021 and the 30 of September ☒ 2022

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 21 day of September, 2021

*Signature of Authorized Official of the County*

Ruben Becerra, Hays County Judge

*Typed Name and Title*

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Authorize the County Judge to use the remainder of his Community Program Expense of \$1,250 for Texas State University Center for Diversity and Gender Studies.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	\$1,250.00

#### 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

--

September 17, 2021

Dear Judge Becerra,

I am requesting funds in the amount of \$1,250 to offset the costs of outreach events held during HSI Week at Texas State University September 13-17, 2021. If approved, the check may be payable to the Center for Diversity and Gender Studies.

Thank you,



Gloria P. Martinez-Ramos, Ph.D. pronouns she/her/hers/ella

Professor of [Sociology](#), 512-245-2470

[gm21@txstate.edu](mailto:gm21@txstate.edu)

Director of [Latina/o Studies @txstlats](#)

Director of [The Center for Diversity and Gender Studies](#) 512-245-2361 [@txstcdgs](#)

Advisory Board Member, [The Monarch Center for Immigrant Students](#)

Editor, [Journal of Research on Women and Gender](#)

[The College of Liberal Arts, Texas State University](#)

601 University Dr., San Marcos, TX, 78666

## 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 IFB 2017-B02 Countywide Dumpsters with Texas Disposal Systems for an additional period not to exceed 61 days (November 30, 2021).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	

#### LINE ITEM NUMBER

--

#### 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 four (4) year contract for Countywide Dumpsters expires on September 30, 2021. The County Departments that utilize this contract are requesting that this contract be extended for a period not to exceed 61 days (November 30, 2021) while a new contract is being secured.



## 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](mailto:marisol.alonzo@co.hays.tx.us)

Vickie G. Dorsett  
*Assistant County Auditor*  
[vickie.dorsett@co.hays.tx.us](mailto:vickie.dorsett@co.hays.tx.us)

September 15, 2021

Texas Disposal Systems  
12200 Carl Rd.  
Creedmoor, TX 78610

RE: Contract Extension

The four (4) year contract for Countywide Dumpsters, IFB 2017-B02 expires on September 30, 2021 and has no renewal options remaining. Hays County would like to temporarily extend the current contract for a period not to exceed 61 days while a new contract is secured. This contract extension will not provide for any price increase or alterations to the current terms and conditions. This extension will expire upon the execution of a new contract and any transitions, if necessary, pursuant to solicitation number IFB 2021-B12 Countywide Dumpsters or on November 30, 2021, whichever comes first.

Please email [purchasing@co.hays.tx.us](mailto: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

---

Stefanie Quimby  
Printed Name

---

Texas Disposal Systems, Inc.  
Company

---

9.16.2021  
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

Amend the Constable Pct. 5 operating budget for vehicle repairs and new tires needed for the law enforcement fleet.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	\$1,180

#### LINE ITEM NUMBER

001-639-00.5413

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

The Constable has a patrol unit at the Sheriff's vehicle maintenance shop for needed repairs and tires and will require additional vehicle maintenance funds. Savings within the operating budget are available to fund this request.

Budget Amendment:  
Decrease Continuing Education .5551  
Increase Vehicle Maintenance .5413

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve specifications for RFP 2021-P07 Program Management - American Rescue Plan Act (ARPA) Funds and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

#### SUMMARY

Hays County, Texas ("County") is seeking proposals from competent service providers to assist the County in the overall management of its American Rescue Plan of 2021 allocation activities, funded through the United States Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds. The awarded respondent will be responsible for application development and project management along with Management and Administration of the grant. The awarded respondent will assist Hays County and/or grant recipients in completion of all projects.

Attached: RFP 2021-P07 Program Manager - American Rescue Plan Act (ARPA) Funds





## SOLICITATION, OFFER AND AWARD

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

**Solicitation No.: RFP 2021-P07**  
**Program Management – American Rescue Plan Act (ARPA)**  
**Funds**

**Date Issued: September 23, 2021**

### SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

**2:00 p.m. local time October 14, 2021.**

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

For information please email:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this RFP must be received in writing no later than 5:00 on October 6, 2021.

Phone No.: (512) 393-2283

### OFFER (Must be fully completed by Respondent)

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

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

#### Respondent

Entity Name:  
Mailing Address:

#### Respondent's Authorized Representative

Name:  
Title:  
Email Address:  
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:

### NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award made by Commissioners Court on:

Date:

Agenda Item:

**Important: Award notice may be made on this form or by other Authorized official written notice.**

\_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hays County Clerk

\_\_\_\_\_  
Date

## Table of Contents

Solicitation, Offer and Award.....	1
I. RFQ Submittal Checklist.....	3
II. Summary .....	4
III. Specifications .....	6
A. Introduction.....	6
B. Scope of Work .....	6
C. Qualification Requirements.....	7
D. Submittal Requirements.....	8
E. Evaluation Criteria .....	10
F. Limitations.....	11
G. Elements of a Contract.....	12
H. Warranty of Performance .....	14
IV. General Terms and Conditions for Solicitations .....	15
V. Vendor Reference Form.....	25
VI. Certificate of Interested Parties.....	26
VII. Conflict of Interest Questionnaire .....	27
VIII. Code of Ethics .....	29
IX. HUB PRACTICES.....	30
X. House Bill 89 Verification.....	32
XI. Senate Bill 252 Certification.....	33
XII. Debarment & Licensing Certification.....	34
XIII. Vendor/Bidder's Affirmation .....	35
XIV. Appendix II -2 CFR Part 200 .....	36
XV. FHWA 1273 Certification .....	50
XVI. Related Party Disclosure Form.....	51

## I. RFP Submittal Checklist

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

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

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

- \_\_\_\_ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- \_\_\_\_ 2. Vendor Reference Form
- \_\_\_\_ 3. Proposal

### **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 – 2 CFR Part 200
- \_\_\_\_ 11. System for Award Management ([www.SAM.gov](http://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 and one (1) hard copy 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:** RFP 2021-P07  
Program Manager – American Rescue Plan (ARP) Funds
3. **Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope  
One (1) original and one (1) digital copy on a thumb drive  
Electronic Bid Packets can be submitted through BidNet Direct and one (1) Hard Copy delivered to Hays County Purchasing
5. **Deadline for Responses:** In issuing office no later than:  
**October 14, 2021; 2:00 p.m. Central Time (CT)**
6. **Initial Contract Term:** **December 2021 – December 31, 2024**
7. **Optional Contract Terms:** **None**
8. **Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto: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 October 6, 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 and posted on CivicPlus, BidNet Direct and ESD websites for the benefit of all potential respondents after the question deadline. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFQ, if any, will be posted on the CivicPlus, BidNet Direct and ESD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10. **Addenda** Any interpretations, corrections or changes to this 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 (Anti-lobbying Requirement):**

Upon issuance of this solicitation, employees and representative of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**Anticipated Schedule of Events**

September 23, 2021	Issuance of RFQ
October 6, 2021	Deadline for Submission of Questions (5:00 PM CT)
October 14, 2021	Deadline for Submission of Bids (2:00 PM CT) <b>Late bids will not be accepted.</b>
December 2021	Award of Proposals

### III. Specifications

#### A. Introduction

Hays County, Texas (“County”) is seeking proposals from competent service providers) to assist the County in the overall management of its American Rescue Plan of 2021 allocation activities, funded through the United States Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds. The awarded respondent will be responsible for application development and project management along with Management and Administration of the grant. The awarded respondent will assist Hays County and/or grant recipients in completion of all projects.

#### B. Scope of Work

The scope of services described herein requires the professional/administration/management firm/consultant to be hired is to provide contract-related management services for Hays County, including but not limited to, the following areas:

##### **FINANCIAL ADVISORY SERVICES**

- Provide expert guidance and advisory services regarding all applicable legislation, regulations, policies, and rules related to federal recovery funds.
- Assist the County in developing appropriate policies and procedures for use of American Rescue Plan Act (ARPA) funds.
- Assist the County with establishing a comprehensive recovery portfolio by reviewing multiple funding streams and developing and implementing strategies and plans for the use and coordination of ARPA funds.
- Upon request of the Commissioners Court, provide strategic advice and guidance on how best to use ARPA funds in conjunction with other County funding sources.
- Actively search for and share guidance documentation and interpretations of such guidance as it becomes available from ARPA funding entities.
- Respond to questions from designated County representatives and provide formal, confidential opinions regarding the eligibility of specific County expenses to be covered by ARPA funds.
- Assist the Hays County Auditor’s Office in calculating and/or substantiating the lost revenue calculation at all four designated snapshot dates.

##### **COMMUNICATIONS SERVICES**

- Assist the County with creating presentations and communications materials for community stakeholders and the public.
- Assist the County with understanding and setting expectation regarding scope and eligibility of each funding source before stakeholder engagement.
- Attend relevant meetings with local, state, and federal agencies in conjunction with or on behalf of the County.
- Advise the County of all notice and public hearing requirements as required by federal and state regulations.
- Actively search for and share plans and practices from other US counties with regard to the use of ARPA Funds.
- For purposes of this subsection, the County anticipates that the awarded entity shall provide a written monthly peer report for the first nine months of the agreement resulting from this RFP.

##### **PROJECT MANAGEMENT SERVICES**

- Provide project management services, including project oversight, compliance with



project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting.

- Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.
- Provide monthly status updates.
- Assist the County with tracking outcomes of recovery spending.

#### **COST TRACKING ACCOUNTING AND REPORTING SERVICES**

- Work with the County to ensure that the County is following processes that meet federal reporting requirements.
- Assist the County in developing appropriate documentation to demonstrate compliance with ARPA guidance.
- Assist the County with preparing reports related to federal recovery funds, including the annual Plan Performance Report and all interim and quarterly reports.

#### **AUDITING SERVICES**

- If applicable, assist the County with developing a process to oversee grants, distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors and sub-recipients.
- Assist the County with ensuring costs and/or proposed budgets for vendors or sub-recipients are necessary and reasonable for the activity provided.
- Assist County staff with monitoring, disbursing, and financial oversight functions.
- Assist the County with devising and implementing fraud prevention and abuse practices.
- If applicable, the selected Proposer(s) may be requested to directly audit spending by outside organizations to ensure compliance with federal and state requirements.
- If applicable, the selected Proposer(s) may also be required to prepare a risk assessment of sub-recipients to evaluate noncompliance risk.

### **C. Qualification Requirements**

**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
- Have a satisfactory record of integrity and ethics
- Related experience in managing federally funded grants and requirements of 2 CFR 200
- Related experience/background with specific project type

**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](http://www.SAM.gov)). Enclose a printout of the search results that includes the record October 8, 2021.

#### **D. Submittal Requirements**

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the proposal electronically to BidNet Direct:

- Mailed or Dropped off Proposals: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.
  - One (1) original proposal with required forms manually signed by Respondent with original signatures
  - One (1) digital copy of the full proposal with all required forms on a thumb drive
- Electronic Proposals: One of the items below **MUST** be received by the due date & time
  - Upload proposal with required forms manually signed by Respondent
  - Purchasing Department **MUST** also receive a hard copy of the proposal

#### **Proposal should include, but is not limited to:**

Straightforward concise description of a firm's (joint venture's) ability to meet the requirements

#### **1. Firm Profile:** Include an original signed cover letter with the original submittal.

The Cover Letter should include the following:

- A brief statement of the firm's understanding of the project
- The name, title, phone number, fax number, email address, and street address of the person in the firm's organization who will respond to questions about the submittal
- Highlights of the firm's qualifications and ability to perform the project services

Also, in this section, provide the following information about your firm:

- The firm's name, email address, business address, phone number and fax number
- Types of services and products offered
- Number of years in business
- Information on pending or past litigation the firm has been involved in
- Number of employees
- The location of the offices that would provide the project services
- A brief statement of the firms' background, demonstrating longevity and financial stability.
- Submit a recent audited Financial Statement of your Firm

#### **2. Executive Summary:** Start the section by introducing key personnel that would work on Grant Management Services for Hays County. Only submit resumes that would actually be assigned to work with Hays County. Include a brief resume for each team member that includes:

- History and specific experience in applying for and managing federally and/or State funded local public works projects including FEMA's public assistance;
- Include a description for each assigned personnel that demonstrates capabilities in project services, and experience with government entities and grant programs;
- Education and professional license information;
- Outline their specific areas of responsibility (administration, design, inspection, financial, management, labor standards, environmental review, etc.) and team leaders.

#### **3. Project Services and Related Experience:** In this section, which is intended to be the heart of the proposal, describe the respondent's expertise with the methods necessary to perform the management services requested in this document. Include references of recent work relevant to Grant Management Services requested in this RFP document:

- Include experience in applying for and managing federally funded local public works projects including FEMA's public assistance;
  - Demonstrate successful experience in coordinating with Federal, State and Local emergency agencies, citing the disaster event, project scope of the engagement and funding outcomes for the affected local government and a contact information of who your firm worked with on the project.
4. **References:** Include minimum of three references of recent work relevant to Grant Management Services requested in this RFP document.
  5. **Cost Proposal:** Provide your cost proposal to accomplish the scope of work. Submit hourly rates for each job classification required to perform the scope of work based on the current estimate. Include any and all services fees that may be associated with these Grant Management Services for Hays County. Respondents can present % fees but must also include hourly rates.
  6. **RFP Instruction Compliance/Required Forms:** Complete, execute and submit all forms executed as required. Copies of Licensures, SAMS Debarment, copies of insurance coverage, if applicable. Reference the Submittal Checklist for complete list of forms.

**Proposal Guidelines: (25 pages, front and back)**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The organizational chart is included in the 25-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 SOQ 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 25-page limit. Required forms (see Section I. RFQ Submittal Checklist) do not count towards the 25-page limit.

Items that do not count towards the 25-page limit:

- Letter of Transmittal
- Table of Contents
- Front & Rear Covers
- Appendix Materials (resumes, Hays County Forms)

All portions of each proposal shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

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

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

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

**ADDENDA:** Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

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

**REFERENCES:** Hays County requires respondent to supply a list of at least three (3) references (See Section 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. Evaluation Criteria**

The award shall be made to the responsible respondents whose qualifications are determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualifications. Each respondent, by submitting qualifications, agrees that if their qualifications are accepted by the Commissioners Court, such respondent will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

During the evaluation process, the Evaluating Committee and the County reserve the right, where it may serve the County's best interest, to request additional information or clarifications from submitting entities, or to allow corrections of errors or omissions in a submittal.

The Evaluating Committee will evaluate firm qualifications based on the experience, qualifications, project approach, price and quality of response. Qualifications received shall be evaluated and ranked by the County according to the following criteria (**Maximum Total Points 100**):

<b>1. Experience with Similar Projects</b>	<b>10 points</b>
<b>2. Cost</b>	<b>15 points</b>
<b>3. Understanding of Public Assistance Program</b>	<b>20 points</b>
<b>4. Vendor Qualifications</b>	<b>25 points</b>
<b>5. Public Assistance Technical Experience</b>	<b>30 points</b>

<b>Interview (optional)</b>	<b>20 points Max.</b>
-----------------------------	-----------------------

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award work.

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

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

THE CONTRACT AWARD shall be based on but not necessarily limited to, the following factors:

- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

#### **F. Limitations**

**RIGHT TO ACCEPT OR REJECT:** The County reserves the right to accept or reject any or all submissions as a result of this RFQ, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFQ does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred twenty (120) calendar days after opening without taking action.

**COMMISSIONERS COURT APPROVAL REQUIRED:** The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each SOQ should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written SOQ.

#### **Contractor or Individual's Obligation Regarding Evaluation**

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the SOQ. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQ.
- b. **SUBMITTER REVIEW OF RFQ.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

**ORAL NON-BINDING:** Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

**RESERVATIONS BY COUNTY:** The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

- a. waive any defect, irregularity, or informality in any submission or RFQ procedure;
- b. extend the RFQ closing time and date;
- c. reissue this RFQ in a different form or context;
- d. procure any item by other allowable means;

- e. revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the County will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
- f. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
- g. require additional information from a contractor concerning contents of its RFQ submittal and/or require additional evidence of qualifications;
- h. waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFQ;
- i. extend any contract when most advantageous to the County, as set forth in this RFQ.
- j. appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts in RFQ submittal evaluation;
- k. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- l. disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act; AND/OR
- m. exercise any other right reserved or afforded to Hays County under this RFQ. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

#### **G. Elements of a Contract**

1. RFQ. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs).
2. SOQ IS AN INDICATION OF ABILITY TO PERFORM REQUESTED SERVICES. The SOQ submitted by a contractor or individual is an indication of the ability of the contractor or individual to perform the requested services.
3. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Hays County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.
4. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
5. AGREEMENT; EXCEPTIONS.
  - a. Submission of an SOQ is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.
  - b. Exceptions presented in an SOQ are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.



- c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the County and the selected contractor or individual.
  - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.
- 6. CONFIDENTIALITY OF DOCUMENTS.
  - a. ALL STATEMENTS OF QUALIFICATION SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
  - b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
  - c. Marking your entire SOQ CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
- 7. MISCELLANEOUS.
  - a. All costs directly or indirectly related to the preparation of a response to this SOQ shall be the sole responsibility of and shall be borne by the contractor.
  - b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
  - c. The County reserves the right to retain all qualifications submitted and to use non-confidential information in a SOQ regardless of whether or not that SOQ is selected.
  - d. Each SOQ shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the SOQ by the County.
- 8. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:
  - a. Unfunded Liability. The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
  - b. Indemnification. The County does not assume any liability to third persons, nor will the County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.
  - c. Advance Payments. The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFQ or resulting contract.
  - d. Gift of Public Property. The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
  - e. Procurement Laws. The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
  - f. Limitation of Liability. The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
  - g. Attorney's fees; Legal Costs. The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.

- h. Venue; Applicable Law. This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in Hays County, Texas and venue for any dispute regarding contract shall be in Hays County, Texas.

#### **H. Warranty of Performance**

The successful respondent expressly warrants that all services specified in the RFQ will be performed with care and diligence and in accordance with all specifications of the RFQ. 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 County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract executed as a result of this RFQ 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 U.S. Department of the Treasury and budgeted by the Commissioners Court for this grant award period only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

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

##### 4. INVOICING/PAYMENTS:

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

712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

DBE participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or 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 CAUSE:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
24. **CLEAN AIR – CLEAN WATER:** The Contractor under this contract/subcontract agrees as follows:
- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
  - b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
  - c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
  - d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.
25. **BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
  - c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.
26. **PROCUREMENT OF RECOVERED MATERIALS:** The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure

the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
28. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
29. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.
30. **FORFEITURE OF CONTRACT:**
- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
  - b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
  - c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.
31. **CONTRACTOR CLAIMS NOTIFICATION:**
- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
    - i. The existence of the claim, or other action;
    - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;

- iii. The alleged basis of the claim, action or proceeding;
  - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
  - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

32. **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System ([www.epls.gov](http://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.

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

34. **CONSTRUCTION OF CONTRACT:**

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

35. **ADDITIONAL GENERAL PROVISIONS:**

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

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

### 36. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
  - i. The Schedule of Items/Services
  - ii. Terms and Conditions of Request for Qualifications;
  - iii. General Provisions;
  - iv. Other provisions, whether incorporated by reference or otherwise; and
  - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

### 37. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
  - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
  - ii. Method of shipment or packing.
  - iii. Place of deliveries.
  - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
  - v. Description of items to be provided.
  - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall

make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

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

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

- a. Name County as additional insured as its interests may appear.
- b. Provide County a waiver of subrogation.
- c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
- e. Submit an original certificate of insurance reflecting coverage as follows:

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

## V. Vendor Reference Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## VI. Certificate of Interested Parties

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

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

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

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>	Date Received _____	
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b> <div style="text-align: center; margin-top: 10px;">                 _____                  Name of Officer             </div>		
<b>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.</b>		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes                 <input type="checkbox"/> No             </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes                 <input type="checkbox"/> No             </div>		
<b>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.</b>		
<b>6</b> <input type="checkbox"/> <b>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).</b>		
<b>7</b>		
_____ Signature of vendor doing business with the governmental entity		_____ Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

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

### 2. DEFINITIONS

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

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

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

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

### 3. GUIDELINES

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

### 4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

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

Please sign for acknowledgement of the Hays County HUB Practices:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

X. Hays County House Bill 89 Verification

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

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

\_\_\_\_\_  
Date

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

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Date



## XI. 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

\_\_\_\_\_  
RFQ or Vendor number

CERTIFICATION CHECK PERFORMED BY:

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

\_\_\_\_\_  
Date

## XII. Debarment and Licensing Certification

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

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

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

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

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

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

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

### XIII. Vendor/Bidder's Affirmation

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Phone

## XIV. Appendix II – 2 CFR Part 200: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

I have read, understand, and agree to comply with the 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.

## XV. FHWA 1273 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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

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

### 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

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

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

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

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

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Approve specifications for RFP 2021-P04 Medical Services - Jail and Juvenile Detention Center and authorize Purchasing to solicit for proposals and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 21, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

#### SUMMARY

Hays County (County) is soliciting for a qualified firm to provide quality medical care and related administrative services for the Hays County Jail adult inmates and the Juvenile Detention Center juvenile inmates. By the term "medical care" Hays County refers to treatment and management of physical and mental (psychiatric and psychological) wellbeing of inmates through services offered by medical nursing and health professionals, as well as dental care.

##### Attached:

RFP 2021-P04 Medical Services - Jail and Juvenile Detention Center Solicitation

Attachment A: Cost Proposal

Attachment B: Jail - Health Services Statistical Report

Attachment C: Juvenile Detention Center – Health Services Statistical Report



## SOLICITATION, OFFER AND AWARD

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

**Solicitation No.:**

RFP 2021-P04 Medical Services:  
Jail & Juvenile Detention Center

**Date Issued: September 23, 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 and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

**1:00 p.m. local time October 14, 2021.**

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

For information please email:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this RFP must be received in writing no later than 5:00 on October 6, 2021.

Phone No.: (512) 393-2267

**OFFER (Must be fully completed by Respondent)**

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

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

**Respondent**

Entity Name:  
Mailing Address:

**Respondent's Authorized Representative**

Name:  
Title:  
Email Address:  
Phone No.:

Signature:

Date:

Name, Email Address and Phone No. of  
person authorized to conduct  
negotiations on behalf of Respondent:

**NOTICE OF AWARD (To be completed by County)**

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

This contract issued pursuant to award  
made by Commissioners Court on:

Date:

Agenda Item:

**Important: Award  
notice may be made  
on this form or by  
other Authorized  
official written notice.**

\_\_\_\_\_  
Hays County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hays County Clerk

\_\_\_\_\_  
Date



## Table of Contents

Solicitation, Offer and Award.....	1
I. RFP Submittal Checklist .....	3
II. Summary .....	4
III. Specifications .....	6
A. Introduction.....	6
B. General Information Regarding Inmates and Facilities.....	6
C. Standards Governing Hays County’s Provisions of Medical Care to Inmates .....	7
D. Related Services .....	7
E. Scope of Medical Care and Services Sought – Jail, Adult Facility Only.....	8
F. Scope of Medical Care and Services Sought, JDC, Juvenile Facility Only .....	13
G. Monthly Statistics: Jail, Adult Facility Only.....	17
H. Plans & Policies: Jail and Juvenile Detention Center.....	18
I. Equipment, and Administrative and Office Supplies: Jail and JDC.....	20
J. Qualifications.....	21
K. Proposal Requirements .....	21
L. Cost Proposal (Attachment A) .....	22
M. Evaluation Criteria .....	23
N. Submittal Requirements.....	23
O. Award of Contract .....	24
P. Limitations.....	25
Q. Warranty of Performance .....	26
IV. General Terms and Conditions for Solicitations .....	27
V. Vendor Reference Form.....	36
VI. Certificate of Interested Parties.....	38
VII. Conflict of Interest Questionnaire .....	39
VIII. Code of Ethics .....	41
IX. HUB Practices.....	42
X. House Bill 89 Verification.....	44
XI. Senate Bill 252 Certification.....	45
XII. Debarment and Licensing Certification .....	46
XIII. Vendor/Bidder’s Affirmation .....	47
XIV. FHWA 1273 .....	48
XV. Appendix II – 2 CFR Part 200 .....	61
XVI. Related Party Disclosure Form.....	63
Attachment A: Cost Proposal	
Attachment B: Jail – Health Services Statistical Report	
Attachment C: Juvenile Detention Center – Health Services Statistical Report	

## I. RFP Submittal Checklist

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

### **A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:**

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

- \_\_\_\_ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- \_\_\_\_ 2. 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. FHWA 1273 Certification
- \_\_\_\_ 9. Appendix II – 2 CFR Part 200
- \_\_\_\_ 10. Related Party Disclosure Form
- \_\_\_\_ 11. System for Award Management ([www.SAM.gov](http://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 and one (1) hard copy 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 Proposal (RFP)
- 2. Solicitation Number:** RFP 2021-P04  
Medical Services: Jail & Juvenile Detention Center
- 3. Issuing Office:** Hays County Auditor  
Purchasing Office  
712 S. Stagecoach Trail, Suite 1071  
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope  
One (1) Original and one (1) digital copy on a thumb drive, or  
Electronic proposals can be submitted through BidNet Direct, no thumb Drive required.
- 5. Deadline for Responses:** In issuing office no later than:  
**Thursday, October 14, 2021; 1:00 p.m. Central Time (CT)**
- 6. Initial Contract Term:** Five (5) year initial contract
- 7. Optional Contract Terms:** Three (3), two-year renewals
- 8. Designated Contact:** Hays County Purchasing  
Email: [purchasing@co.hays.tx.us](mailto: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 Wednesday, October 6, 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 after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESBD websites.
- 10. Addenda** Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Vendor's responsibility to acknowledge receipt of all addenda with proposal 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 Vendor or its representatives. Failure of a Vendor or

any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**Anticipated Schedule of Events**

September 23, 2021	Issuance of RFP
October 6, 2021	Deadline for Submission of Questions (5:00 PM CT)
October 14, 2021	Deadline for Submission of Proposals (1:00 PM CT) <b>Late proposals will not be accepted.</b>
December 2021- January 2022	Anticipated contract award date

### III. Specifications

#### A. Introduction

Hays County (County) is soliciting for a qualified firm to provide quality medical care and related administrative services for the Hays County Jail adult inmates and the Juvenile Detention Center juvenile inmates. By the term “medical care” Hays County refers to treatment and management of physical and mental (psychiatric and psychological) wellbeing of inmates through services offered by medical nursing and health professionals, as well as dental care. This document is intended as a starting point for an interactive process, it does not attempt to comprehensively state all services to be provided nor does it attempt to identify or recite all terms, conditions or pricing scenarios which might be addressed in any final contract between Hays County and the selected provider for the requested service, or any future requested services.

The Respondent who is selected to provide the services described in this RFP (hereinafter “Respondent”) shall be the sole supplier and/or coordinator of the health care delivery system at the contracted Hays County facilities. This responsibility of the Respondent for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Jail, (adult facility) and Juvenile Detention Center (juvenile facility) and ends with the discharge (or temporary release) of the inmate from the custody of the County at the Jail or Juvenile Detention Center.

Inmates housed in the jail (adult facility) not covered under the terms of this RFP, or the resulting contract, will not be included in the Respondent’s responsibility while they are housed at other facilities. Adult inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Respondent for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, dental procedures, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Respondent.

#### B. General Information Regarding Inmates and Facilities

##### Jail, Adult Facility

Hays County has a 603-bed jail located at 1307 Uhland Road, San Marcos, Texas 78666.

The Medical Department will include the following:

- Secure inmate waiting area
- Secured administrative office area
- Seven (7) bed clinic
  - Four (4) exam rooms
  - One (1) nurse stations
  - Linen Closet
  - Supply Closet
  - Dental exam room
  - Secured pharmacy area
- Four (4) negative air pressure cells located in medical area

##### **Inmate Population**

The Jail (the “adult facility”) houses both male and female adult inmates and some sentenced inmates, generally having sentences of less than 6 months. The proposal should be based on an average daily population of 543 for the next year. Generally, approximately 10% of the total inmate population in the Jail is reserved for short term peaks in the population and specialty cells.

#### **Juvenile Detention Center, Juvenile Facility**

Hays County has a 114-bed juvenile detention center located at 2250 Clovis R Barker Road, San Marcos, TX 78666.

#### **Population**

The Juvenile Detention Center (the “juvenile facility”) houses both male and female juvenile inmates and some sentenced inmates, generally having sentences of less than 6 months. The proposal should be based on an average daily population of 50 for the next year.

### **C. Standards Governing Hays County’s Provisions of Medical Care to Inmates**

Medical care and services are to be provided and performed in accordance with all applicable medical standards, including, without limitation, the Texas Medical Practices Act. The medical services provider must ensure that all medical care and services to be performed and provided by it are provided by persons who are fully qualified and appropriately licensed, certified or registered in the State of Texas.

Hays County has a statutory and constitutional duty and responsibility to provide inmates access to adequate medical care while the inmates are incarcerated. Along with its obligation to provide access to medical care to inmates is an obligation by Hays County to maintain cost effective services and to encourage the proper use of medical care services made available by it. Consistent with its obligations, Hays County seeks to provide inmates access to reasonable medical care which would be available to inmates were they not incarcerated. Hays County seeks to provide a quality health care program that meets applicable county, state and federal standards, including, without limitation (Texas Commission on Jail Standards of Health Services, Texas Administrative Code – Title 37, Part 9: Chapter 273, and Part 11: Chapter 343, and Texas Juvenile Justice Department, Texas Administrative Code – Title 37, Part 11: Chapter 343).

### **D. Related Services**

The related services being sought include, but are not limited to:

#### **1. Administrative Support Services**

For vendor-employed staffing, the health services provider would need to provide all of its own administrative support. Basic office hardware will be provided including workspace, computer(s) and copy and fax machines. The medical services provider should provide a projection of its needs for administrative staff and workspace.

Hays County reserves the right to be involved in the selection process of the Medical Director chosen to oversee the day-to-day medical care operations of Hays County’s Jail and the Juvenile Detention Center.

#### **2. General Reporting of Services Provided and Coordination of Updates to Hays County**

Hays County requires periodic performance updates with the health services vendor to include reporting on clinical outcomes, quality assurance, and pharmacy management and costs. An executive summary management dashboard should be developed and shared with Hays County on a regular basis.

3. Mental Health Component

An important component of the medical services which Hays County provides to its inmates is mental health care. Provider shall identify the need, schedule and coordinate psychiatric, psychological and counseling services rendered to inmates inside the Hays County Detention Facility. At a minimum this shall include the following:

- A psychiatrist should be on call 24 hours a day for emergency situations.
- Provider shall be responsible for the referral of any inmate to the mental health system, for documenting its reasons for referral and for providing records and information required by the mental health system to maintain “continuity of care”.

4. Contract Administration

The medical services provider will have the capability to supervise and monitor the on-site program at the Correctional Facility from a centralized office. The medical services provider will demonstrate its ability to provide a system of on-going technical and medical support to on-site personnel.

The medical services provider will demonstrate the ability to prepare and implement protocols, policies, and procedures that comply with Texas state standards and requirements set forth herein. The medical services provider shall provide a comprehensive internal quality improvement program, which includes conducting an on-going evaluation of compliance with its policies and procedures, with monitoring results documented and reported on a quarterly basis to the Correctional Facility Administrator.

The medical services provider will compile monthly statistical utilization reports of services provided, which are to be used to create quarterly service reports to the Correctional Facility Administrator. The medical services provider will describe the methods to be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided.

5. Staffing

Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. In the absence of any staff, the awarded vendor shall provide a qualified replacement during that absence. The County reserves the right to negotiate alterations to the suggested staffing plan after a supplier/vendor has been selected. Staffing levels will be based off of inmate population. Review Attachment B: Health Services Statistical Report, Jail (Adult) Facility.

6. Personnel

The provider shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the State of Texas and the cost of any such licenses is the responsibility of the awarded vendor.

All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives.

**E. Scope of Medical Care and Services Sought – Jail, Adult Facility Only**

The medical services provider shall be responsible for hiring, employing and supervising all persons necessary for providing the required medical care. Contractor shall immediately replace or otherwise provide required coverage for any Contractual employee who is unable to perform assigned activities in a reliable manner, demonstrates an uncooperative attitude, or is deemed unsatisfactory by the Sheriff.

### **Inmate Health Care Service**

#### **1. Health Appraisal**

Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the adult inmate at the Jail. Such assessment shall be performed by a qualified medical professional. The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms.
- Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
- Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis.
- Recording vital signs (height, weight, pulse, blood pressure, temperature).
- Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
- Review of physical examination and test results by a physician for problem identification must take place.
- Initiation of therapy when appropriate.
- Other tests and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays. Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

#### **2. Sick Call**

Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the separation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Healthcare staff shall be required to examine and treat any inmate in separation or otherwise unable to attend sick call in the cell of said inmate. Healthcare staff shall be required to render emergency care at any location on Jail property.

#### **3. Hospital Care**

Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the Jail, and pay for such care unless limited as to payment responsibility. This shall include all institutional charges, physician charges and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

#### **4. Specialty Services**

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The provider shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event an inmate



requires the services of medical specialist, the provider shall make referral arrangements and coordinate the delivery of the specialists visits off-site.

5. Emergency Services

The provider shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

6. Telehealth

As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs

7. Ancillary Services

Collection of Physical Evidence. Proposer and its staff will not perform body cavity searches, nor collect physical evidence (blood, hair, saliva, etc.), except within guidelines established by the NCCHC. However, Proposer, through its healthcare personnel, will take blood draws of pursuant to a court-ordered search warrant or if patient consent is obtained. If Proposer's personnel draw blood or collect any physical evidence, the County shall be responsible for arranging any testing and shall bear the cost of collection and testing the collected evidence. After collecting evidence, Proposer's personnel shall turn the specimen over to the Sheriff or a court-designated representative for the completion of chain-of-custody evidence.

Proposer shall be responsible for all costs incurred for court ordered staff testimony up to \$10,000. Thereafter, proposer shall submit invoices for payments due for expenses incurred with documentation as required by County. In addition, Proposer shall provide in proposal their expected compensation for healthcare staff subpoenaed to provide court ordered testimony for physical evidence blood draws.

Routine laboratory and X-ray procedures should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

8. Dental Care

The program to provide dental services to inmates shall include:

- Provider will provide for basic dental services, including extractions, and dental hygiene services
- Dental screening and oral hygiene instruction performed on each inmate within 14 days of admission
- Dental screening will include charting decayed, missing, and filled teeth, and taking a dental history for identifying problems
- A dental record will be maintained as part of an inmate's medical record

9. Pharmaceuticals

Provider shall provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the

responsible physician. All controlled substances, syringes, needles, and surgical instruments will be stored under security conditions acceptable to the Jail.

10. Medical Waste

The successful vendor shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste including needles, syringes, medications, and other materials used in the treatment of inmates.

11. Medical Records

All inmates must have a medical record which is always kept up to date. The record shall accompany the inmates at all health encounters and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will always be controlled by healthcare personnel and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical/dental records.

All procedures concerning the confidentiality of medical records shall adhere to all HIPPA regulations and the rules and regulations as established by the NCCHC.

12. Separation Rounds

The medical services provider shall perform rounds on inmates who are separated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmates health status and to ensure access to health care services, a minimum of three times a week. A record of the separated rounds will be maintained, clinical encounters will be noted in the inmate's health record.

13. Women's Health Care

The medical services provider will be responsible for the provision of medically necessary health services to the female inmate population.

The medical services provider will establish policies and procedures specific to the health care of pregnant inmates.

14. Special Medical Programs – Chronic Care

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

15. Health Education

The medical services provider shall provide the following services for Correctional Facility Staff:

- Annual tuberculin skin testing and referral as appropriate;
- Emergency intervention for on-site injuries; and
- Health education.

The medical services provider will not be responsible for the provision of routine health services to Correctional Facility staff. However, health staff will provide on-site emergency intervention for staff, inmates, and visitors when necessary.

The medical services provider shall provide correctional personnel with ongoing structured health education to include infectious disease, management of emergency situations including but not limited to cardiopulmonary resuscitation and other emergency related topics.

- Basic Life Support (BLS)

Training providers will teach skills using the American Heart Association's Practice While- Watching technique, which allows instructors to observe the students, provide feedback and guide the student's acquisition of skills.

- a) Proposer will provide CPR/AED training to HCSO jail staff on an as needed basis.
- b) HCSO jail staff will coordinate with the contractor to schedule classes for staff and class completion.

16. Sexual Assault/Prison Rape Elimination Act (PREA)

The proposer shall work cooperatively with the Jail Administrator and/or designee to adhere to all policies and procedures of the Prison Rape Elimination Act (PREA).

17. Consultation Services

The provider shall provide a consultation service to the County on all aspects of the health care delivery system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the County seeks the advice and counsel of the provider. Quality Assurance and Improvement The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

18. Utilization Management and Cost Containment

The Hays County Correctional Facility will utilize local hospitals for offsite emergency treatment services. The medical services provider will establish a utilization management program for the review and analysis of on-site medical services and off-site referrals to preferred providers, including sub-specialty and inpatient stays. The program will include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program will demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

The medical services provider will specify and describe a detailed plan outlining how cost savings will be achieved.

19. Diagnostic Services

- *Laboratory Services* - Laboratory, x-ray and EKG diagnostic services shall be provided in the community through agreements with the medical services provider. The medical services provider will provide equipment and supplies to perform on-site laboratory testing as required. With regard to lab services, the medical services provider shall be responsible for all lab services including requisitions, supplies, and results reporting. Lab services can be contracted out by the medical services provider and include all routine and reference tests. Stat lab services shall be available with a two-hour turnaround time. In the event that the results are not available within the proscribed two-hour window, the on-call or site physician shall make the determination as to whether the inmate should be taken off-site to

a local hospital. If the lab contract is unable to accomplish the stat two-hour requirement, the medical services provider shall secure such services through a local lab or hospital.

- *Phlebotomy* - Nursing staff shall be trained in phlebotomy services. Needles and syringes in daily use shall be accounted for on a perpetual inventory basis with documentation and tracking of the use of each sharp. Lab services, including HIV and sexually transmitted diseases, are NOT available to the medical services provider through the state's health department; thus, the medical services provider is responsible for all lab testing conducted by health services staff. Lab services shall be provided by a fully licensed and accredited facility with qualified and credentialed medical technologist and board-certified pathologist staff.
- *Other Specialty Services* - Other diagnostic services such as mammography, CT scans, MRI, ultrasound, fluoroscopy, EEG, EMG, etc., shall be provided in the community through agreements with the medical services provider.

#### 20. Off-Site Referrals to Preferred Providers

The medical services provider shall establish policies and procedures for referring inmates to specialty care providers when determined necessary by the medical services provider. The medical services provider will coordinate arrangements for off-site care with the appropriate Correctional Facility staff for the transportation of inmates to health care services which are off-site with preference given to those providers previously identified and agreed upon with Hays County.

The medical services provider will be responsible for determining the medical necessity of off-site medical services.

Each off-site referral will result in a legible consultation/treatment report from the Preferred Provider to be filed in the inmate's medical record. The medical services provider will review the consultant report. This legible report will contain:

- Reason for consult;
- Appropriate exam/lab findings;
- Diagnosis;
- Treatment plan(s); and
- Follow-up appointment (if necessary).

Recommendations involving any special procedures or non-routine follow-up will be communicated between the Preferred Provider and the on-site Medical Services Provider.

The medical services provider shall generate and provide the Correctional Facility Administrator a monthly report of specialty care referrals. The report should indicate, at a minimum:

- the date and time the initial medical and/or after-hours medical request was received;
- inmate name and identification number;
- date and time of examination by a physician;
- date and time the referral was made; and
- the current and final disposition.

#### **F. Scope of Medical Care and Services Sought – Juvenile Detention Center, Juvenile Facility Only**

The medical services provider shall be responsible for hiring, employing and supervising all persons necessary for providing the required medical care. Contractor shall immediately replace or otherwise provide required coverage for any Contractual employee who is unable to perform assigned activities in a reliable manner, demonstrates an uncooperative attitude, or is deemed unsatisfactory by the Administrator.

### **Resident Health Care Service**

#### **1. Health Appraisal**

Provider shall perform a comprehensive Health Assessment on any resident within seven (7) calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the resident at the Facility. Such assessment shall be performed by a qualified medical professional. The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- Review of intake screening forms.
- Collection of additional data regarding complete medical, dental, psychiatric and immunization histories.
- Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis.
- Recording vital signs (height, weight, pulse, blood pressure, temperature).
- Physical examination with comments about mental and dental status. A gynecological assessment must be included for females.
- Review of physical examination and test results by a physician for problem identification must take place.
- Initiation of therapy when appropriate.
- Other tests and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays. Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

#### **2. Sick Call**

Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If a resident's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the resident's confinement, including the separation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Healthcare staff shall be required to examine and treat any resident in separation or otherwise unable to attend sick call in the cell of said resident. Healthcare staff shall be required to render emergency care at any location on Facility property.

#### **3. Hospital Care**

Provider shall identify the need, schedule, and coordinate any hospital care of any resident of the Facility and communicate that need with facility administration.

#### **4. Specialty Services**

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. In the event a resident requires the services of medical specialist, the provider shall make referral arrangements and coordinate the delivery of the specialists visits off-site and communicate that need with facility administration.

#### **5. Emergency Services**

The provider shall make provisions for **16-hours per day** emergency medical care to residents. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

6. Telehealth

As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

7. Pharmaceuticals

Provider shall provide a total pharmaceutical system for the Facility beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles, and surgical instruments will be stored under security conditions acceptable to the Facility.

8. Medical Waste

The successful vendor shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste including needles, syringes, medications, and other materials used in the treatment of residents.

9. Medical Records

All residents must have a medical record which is always kept up to date. The record shall accompany the residents at all health encounters and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will always be controlled by healthcare personnel and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerks. Under no circumstances will residents be allowed access to medical/dental records.

All procedures concerning the confidentiality of medical records shall adhere to all HIPPA regulations and the rules and regulations as established by the NCCHC.

10. Separation Rounds

The medical services provider shall perform rounds on residents who are separated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the residents health status and to ensure access to health care services, a minimum of three times a week. A record of the separated rounds will be maintained, clinical encounters will be noted in the resident's health record.

11. Women's Health Care

The medical services provider will be responsible for the provision of medically necessary health services to the female resident population.

The medical services provider will establish policies and procedures specific to the health care of pregnant residents.

12. Health Education

In-service training for all health care staff to be conducted when requested and to include first-aid, CPR Training, etc.

All Proposer furnished professionals shall be required to complete initial and ongoing Hays County Administrator's office training regarding PREA, safety, security, and procedures as assigned by the Administrator's Training Division.

The medical services provider shall provide the following services for the Juvenile Detention Center Staff:

- Emergency intervention for on-site injuries; and
- Health education: on how to conduct a health screening in compliance with our standards as follows:
  - (a) **Timing of Health Screening.** A health screening shall be conducted on each resident within two hours before or after admission.
  - (b) **Persons Qualified to Conduct Health Screening.** The health screening shall be conducted by:
    - 1. an appropriately supervised licensed vocational nurse (LVN), a registered nurse (RN), a nurse practitioner, a physician assistant, or a physician;
    - 2. a qualified and properly trained person who is acting under delegation from a physician in accordance with Texas Occupations Code §157.001, including a medical assistant, emergency medical technician, or paramedic; or
    - 3. an individual who has been trained on administering the facility's health screening by a person listed in paragraph (1) or (2) of this subsection.
  - (c) **Training Requirements for Health Screening.** The training shall include instruction on:
    - 1. how to take medical history;
    - 2. how to make the required observations;
    - 3. how to determine the appropriate disposition of a resident based on observations and responses to questions; and how to document the findings on the screening instrument.

13. Sexual Assault/Prison Rape Elimination Act (PREA)

The proposer shall work cooperatively with the Facility Administrator and/or designee to adhere to all policies and procedures of the Prison Rape Elimination Act (PREA).

14. Consultation Services

The provider shall provide a consultation service to the County/Facility on all aspects of the health care delivery system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the County seeks the advice and counsel of the provider. The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

15. Utilization Management and Cost Containment

The Hays County Juvenile Center will utilize local hospitals for off-site emergency treatment services. The medical services provider will establish a utilization management program for the review and analysis of on-site medical services and off-site referrals to preferred providers, including sub-specialty and inpatient stays. The program will include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization

of targeted procedures. The utilization management program will demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

The medical services provider will specify and describe a detailed plan outlining how cost savings will be achieved.

#### **16. Off-Site Referrals to Preferred Providers**

The medical services provider shall establish policies and procedures for referring inmates to specialty care providers when determined necessary by the medical services provider. The medical services provider will coordinate arrangements for off-site care with the appropriate Correctional Facility staff for the transportation of inmates to health care services which are off-site with preference given to those providers previously identified and agreed upon with Hays County.

The medical services provider in conjunction with facility staff/administration will be responsible for determining the medical necessity of off-site medical services.

Each off-site referral will result in a legible consultation/treatment report from the Preferred Provider to be filed in the inmate's medical record. The medical services provider will review the consultant report. This legible report will contain:

- Reason for consult;
- Appropriate exam/lab findings;
- Diagnosis;
- Treatment plan(s); and
- Follow-up appointment (if necessary).

Recommendations involving any special procedures or non-routine follow-up will be communicated between the Preferred Provider and the on-site Medical Services Provider.

The medical services provider shall generate and provide the Correctional Facility Administrator a monthly report of specialty care referrals. The report should indicate, at a minimum:

- the date and time the initial medical and/or after-hours medical request was received;
- inmate name and identification number;
- date and time of examination by a physician;
- date and time the referral was made; and
- the current and final disposition.

#### **G. Monthly Statistics: Jail, Ault Facility Only**

Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include:

- Inmate's requests for various services
- Inmates seen at sick call
- Inmates seen by physician
- Inmates seen by dentist
- Inmates seen by psychiatrist
- Inmates seen by mental health counselor
- Infirmary admission, patient days, average length of stay
- Mental Health admissions



- Off-site hospital admissions to include ER and general physician referrals
- Medical specialty consultation referrals
- Intake medical screening
- Fourteen (14) day history and physical assessments
- Psychiatric evaluations
- Diagnostic studies
- Report of third-party reimbursement, pursuit and recovery
- Pharmacy report of inmate population dispensed medication
- Inmates testing positive for venereal disease or known contagious infections
- Inmates testing positive for AIDS or AIDS Antibodies
- Inmates testing positive for TB
- Inmate Mortality
- Number of hours worked by entire medical staff, specifying each post or shift
- Monthly off-site visits

#### Electronic Medical Records (EMR)

Please provide any information regarding an optional offering to incorporate an Electronic Medical Records platform and system with the proposed service program. To include the following:

1. Licensure Fee(s) – Please state who will have the ultimate ownership of the program.
2. Hosting Fee(s) – Please state any and all fees for implementation and therefore after storage/hosting fees for all platform and record items.
3. Equipment Fee(s) – Please state any and all equipment needs for the proposed program, as well as any additional future needs (to includes all hardware such as tablets, printers, scanners, signature pads, etc.).
4. Maintenance Fee(s) – Please state any and all on-going maintenance fees which will be applicable for this system, to include upgrades.
5. Transfer Fee(s) – Please include information on any transfer fees which may be applicable if the County does NOT own the system, and the vendor is later changed, but the County would like to keep the system in place – is there a fee or transfer service which would be followed.
6. Integration Fee(s) – Please include information and estimated costs of any integrations for the jail management system, pharmacy, and lab services. Along with the program information, please indicate if there will be allowable portals for access by Jail Administrator and/or any outside providers, such as the Medical Director. Further, with the proposal of such a program, there will be a requirement for Cyber Insurance to cover the county for any breach of HIPAA information. Telehealth: As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

Exceptions Any and all deviation from the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the proposer on a separate section titled “Exceptions to Specifications”.

#### **H. Plans & Policies: Jail and Juvenile Detention Center**

##### **1. Mental Disabilities/Suicide Prevention Plan**

The medical service provider shall become familiar with and comply with the Mental Disabilities/Suicide Prevention Plan of the Jail, in coordination with other medical and mental health officials, and as approved by the Texas Commission.

Screening Instrument: An approved mental disabilities/suicide prevention screening instrument shall be completed immediately on all inmates admitted.

Mental History Check. The medical health provider shall.

- Check each inmate upon intake into the jail against the Department of State Health Services CCQ system to determine if the inmate has previously received state mental healthcare, unless the inmate is being housed as an out of state inmate or a federal inmate on a contractual basis;
- Maintain documentation to be available for inspection stating that information for each inmate designated in paragraph (1) of this subsection was submitted for CCQ system checks; and
- Include any relevant mental health information on the mental health screening instrument and, if the inmate is sentenced to the Department of Criminal justice, on the Uniform Health Status form.

2. Tuberculosis Screening Plan

The medical services provider shall become familiar with and execute the provisions of the current plan for tuberculosis screening tests of employees, volunteers, and inmates. The tuberculosis screening plan shall be developed and implemented in accordance Texas Health and Safety Code and shall be approved by the Tuberculosis Elimination Division, Texas Department of Health prior to use. The plan shall be made available to the Commission upon request. The provider shall develop a TB surveillance, treatment and monitoring program.

3. Infectious Disease

The medical services provider shall establish policy and procedures for the care and handling of inmates diagnosed with an infectious disease, chronic illness or other special health care needs. The medical services provider shall provide an infection control program that focuses on surveillance, prevention, treatment and reporting.

4. Emergency Response Plan

The medical services provider will establish policies and procedures to address the health aspects of the emergency response plan. The related policies and procedures will be approved by the facility Administrator and include:

- Responsibilities of health staff;
- Procedures for triage;
- Predetermination of the site for care;
- Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances);
- Procedures for evacuating patients; and
- Alternate backups for each of the plan's elements.

The health aspects of the emergency plan will be tested or drilled. These drills will be observed and critiqued in a written report.

5. Nutritional Services

The medical services provider will be responsible for cooperating with the established food service program to ensure the provision of medically necessary diets. The following diets may be ordered from food service:

- Mechanical soft (chewing problem, digestive problem)

- Low sodium
- ADA Diabetic (specify number of calories)
- Full liquid
- Clear liquid
- Food allergies

6. Quality Assurance Programs

The medical services provider shall advise Hays County of frequency, methodologies, metrics, tools and mechanisms which will be used by the medical services provider to report the quality of care provided to inmates. Also, periodic self-audits are necessary, and the medical services provider shall inform Hays County of what controls will be in place to meet applicable federal, state and Hays County standards to provide quality care to the Hays County jail residents.

Your comments should address the following:

- Formulating QA objectives
- Defining Scope of QA activities
- Specifying the QA process
- Organizational responsibility
- Assessing the effectiveness of the QA program

7. Inmate Complaint/Grievance Procedure

The medical services provider shall establish policies and procedures that address the handling of inmate complaints related to health services to include a process for appeals.

The medical services provider shall develop a system of tracking complaints from receipt to resolution. The medical services provider shall respond to grievances within five days of receipt.

The medical services provider shall generate and provide to the Correctional Facility Administrator a monthly report of complaints received. The reports should include, at a minimum, inmate name and identification number, date the complaint was received, complaint description, date of response, and a brief description of the resolution.

**I. Equipment, and Administrative and Office Supplies: Jail and Juvenile Detention Center**

The County agrees to provide the awarded contractor with reasonable and adequate office and medical space, facilities, telephone equipment with dedicated line in the medical area, copy machine use by medical staff, facsimile machine with dedicated line for the medical staff. County will pay for the utilities (gas, electric, water, phone lines, internet access, etc.) County will provide for the necessary medical equipment and furniture required to perform the healthcare services, as described herein. Further, County will provide necessary maintenance and housekeeping of the office space and facilities. County will provide the office supplies needed for operation of Company within the Jail facility, including but not limited to computers, scanners, printers, and copier. County shall pay for the costs of medical waste disposal.

The awarded contractor will provide all medical supplies required for inmate healthcare as well as provide for medical records.

The County shall be responsible for maintenance of all medical and office equipment supplied and owned by the County for use by the Respondent. Should such equipment become non-serviceable due to routine use, then the County will be responsible for its replacement. If it is deemed the equipment becomes non-serviceable by the neglect or misuse by the Respondent's employees, then the Respondent will be responsible for its replacement.

## J. Qualifications

Hays County requires that any vendor that submits a proposal meet the following qualifications. Failure to meet each of these qualifications may result in the vendor's disqualification.

- The vendor must be organized and existing for the primary purpose of providing correctional health care services and must currently have active contract relationships with at least five (5) county jails and/or juvenile detention centers in the state of Texas.
- The vendor must have at least five (5) continuous years of corporate experience in administering correctional health care programs.
- The vendor must maintain all required permits and licenses required to fulfill all requirements laid out in this RFP. Any cost associated with obtaining and maintaining all required permits and licenses are the responsibility of the awarded vendor.
- The vendor must have experience in interacting with Texas Commission on Jail Standards.
- The medical services provider will have experience in the management of health care programs in facilities of average daily populations greater than 600.
- The respondent must carry insurance as laid out in IV. General Terms & Conditions for Solicitations, #34 Insurance and Liability. This insurance must cover the respondent's organization and all of its employees, and the respondent must provide proof of the same level of coverage for sub-contractors used. A certificate of insurance naming Hays County as additionally, insured must be submitted prior to execution of any contract. This certificate must name Hays County as an additional insured party. A sample certificate showing actual coverage limits must be submitted with the proposal.
- The respondent must demonstrate its ability to provide a health care system specifically for a correctional facility like Hays County Jail and Juvenile Detention Center. It must be able to demonstrate that it can complete the startup process in 30-45 days from the contract award date, and that it has a proven system of recruiting staff and adequate support staff in its central office capable of competently supervising and monitoring its operation

**REFERENCES:** Hays County requires respondent to supply with the statement of qualifications, a list of at least five (5) 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](http://www.SAM.gov)). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

## K. Proposal Requirements

All proposals must contain sufficient information concerning the Inmate Health Care Program that the County representatives may evaluate whether or not the respondent meets "Minimum Qualifications for All Respondent" and the "Specifications".

Proposals shall Include:

- **Letter of Transmittal** signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- **Profile of the Company, list of Key Personnel and staffing plan** who will be responsible for providing services to the County under this contract. Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project. Also, the proposal must state clearly how any temporary vacancy will be handled, and whether each scheduled shift will be worked during such vacancy.
- **Project Narrative** including your approach to objectives, specific elements, and tasks associated with services, delineating how the Respondent will be operational to provide the required medical services to Hays County.
- **Billing Process and expected terms**
- **Health Care Transition Plan**
- **Statement that the policies and procedures for the medical program will be developed by the Respondent and will be based on the standards developed by the National Commission on Correctional Health Care (NCCHC)**
- **Cost Proposal**
- **Lawsuit History**
- **Appendix materials (any required forms, see RFP Submittal Checklist, and addenda from Hays County)**
- **Sample Contract for consideration**

Sheet size is limited to 8½" x 11" sheets only, using 12-point font. The proposal must include an organizational chart containing the names, telephone 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 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.

#### **L. Cost Proposal (Attachment A)**

Fill out Attachment A and return as your Cost Proposal. The cost proposal – Attachment A must be included in your proposal and not as a separate document. Any proposal that does not include Attachment A will be deemed non-responsive.

The cost proposal shall include:

1. A specific annualized price for an average daily population of 543 adult inmates for the jail and 50 juvenile inmates for the juvenile detention center for all medical care rendered under the resulting contract. Provider must state a monthly price and provide the annual yearly cost as well. The provider must provide a price escalation percent for subsequent year(s).
2. Reference to population in the Request for Proposals are based off of an average. Since the daily population can vary, the County reserves the right to adjust and re-review the staffing

needs on a yearly basis. The anniversary date of execution of the contract will serve as the yearly review date.

3. The base price shall be subject to review no more often than once each year at the anniversary date of execution of the contract.
4. Include a detailed itemized summary costs proposal for healthcare services for proposed pricing listed below for the Hays County Correctional Facilities.

#### **M. Evaluation Criteria**

The Evaluating Committee will evaluate each respondent's proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

1. **Program understanding/program approach** **30 points**  
The firm's proposal adequately demonstrates an understanding and experience in providing medical services to adult and juvenile inmates, which is documented in its proposal.
2. **Experience** **30 points**  
Organization's experience with projects of similar type
3. **Proposed project schedule** **20 points**  
Thoroughness of the program schedule; ability to fulfill program requirements within the selected timeframe, availability of staff as required by the County.
4. **Program cost proposal** **20 points**  
Proposal with the lowest cost will receive the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest.

#### **Interview (optional)** **20 points Max.**

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award.

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

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

#### **N. 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 proposal 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. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the Vendor, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.**

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

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

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.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

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

**O. Award of Contract**

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent(s) on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

THE CONTRACTS AWARDED shall be based on but not necessarily limited to, the following factors:

- Total price
- Vendor's qualifications & competency
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hays County's evaluation of vendor's ability
- Vendor's references

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility.

A prospective respondent must meet the following requirements:

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

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

The successful bidder expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

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

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.

**P. Limitations**

**RIGHT TO ACCEPT OR REJECT:** The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

**COMMISSIONERS COURT APPROVAL REQUIRED:** The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal.

**Contractor or Individual's Obligation Regarding Evaluation**

- a. **SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. **SUBMITTER REVIEW OF RFP.** Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

**ORAL NON-BINDING:** Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

**RESERVATIONS BY COUNTY:** The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;



5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

**Q. Warranty of Performance**

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

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

## IV. General Terms and Conditions for Solicitations

### Applicable To: Request for Proposals (RFP)

#### 1. GENERAL DEFINITIONS:

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

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

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

#### 4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the contract.
- 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](http://www.epls.gov)), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

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

**29. CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.

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

### 30. ADDITIONAL GENERAL PROVISIONS:

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

### 31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
  - i. The Schedule of Items/Services
  - ii. Terms and Conditions of Request for Proposals;
  - iii. General Provisions;
  - iv. Other provisions, whether incorporated by reference or otherwise; and
  - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.



- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

**32. MODIFICATIONS:**

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

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

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

- a. Name County as additional insured as its interests may appear.
- b. Provide County a waiver of subrogation.
- c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
- e. Vehicles Covered: All owned, leased, hired and non-owned vehicles, both private passenger and commercial – types, used by Prosper and its employees.
- f. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:		
	Bodily Injury (Each person)	\$ 250,000.00
	Bodily Injury (Each accident)	\$ 500,000.00
	Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):		
	Each Occurrence Limit	\$1,000,000.00
	General Aggregate	\$5,000,000.00
	Products-Completed Operations Aggregate	\$1,000,000.00
	Personal & Advertising Injury Limit	\$1,000,000.00
	Property Damage Limit	\$ 100,000.00
Employers, Liability		
	Bodily Injury by Accident (Each Accident)	\$1,000,000.00
	Bodily Injury by Disease (Policy Limit)	\$1,000,000.00
	Bodily Injury by Disease (Each Employee)	\$1,000,000.00
Excess Liability:		
	Umbrella Form	Not Required
Labor Liability:		
	Worker's Compensation	Meeting Statutory Requirements
Medical Malpractice:		
	Minimum amount of coverage (each Occurrence)	\$1,000,000.00
	Aggregate	\$5,000,000.00

## V. Vendor Reference Form

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

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

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

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

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

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

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

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: \_\_\_\_\_

REFERENCE FOUR
----------------

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

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

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

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

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

REFERENCE FIVE
----------------

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

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

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

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

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

## VI. Certificate of Interested Parties

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

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

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

## VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<b>OFFICE USE ONLY</b>  Date Received _____	
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  _____		
<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)		
<b>3 Name of local government officer about whom the information is being disclosed.</b>  _____ <div style="text-align: center;">Name of Officer</div>		
<b>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.</b>		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div>		
<b>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.</b>		
<b>6</b> <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).		
<b>7</b> _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Signature of vendor doing business with the governmental entity</span> <span>Date</span> </div>		

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

## VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

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

### 2. DEFINITIONS

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

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

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

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

### 3. GUIDELINES

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

---

Signature

---

Date

X. Hays County House Bill 89 Verification

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

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

*Pursuant to Section 2270.001, Texas Government Code:*

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

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

\_\_\_\_\_  
Date

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

NOTARY SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Date

## XI. 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

## XII. Debarment and Licensing Certification

STATE OF TEXAS       §  
                                  §  
COUNTY OF HAYS     §

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

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

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

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

\_\_\_\_\_  
Title of Certifying Official

\_\_\_\_\_  
Printed Name of Certifying Official

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

### XIII. Vendor/Bidder's Affirmation

2. 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.
3. 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.
4. 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

## 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.

#### XIV. FHWA 1273 CERTIFICATION

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

Respondent's Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

## XV. Appendix II – 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

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

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

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

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

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

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

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES \_\_\_\_\_ NO \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

Respondent’s Tax ID: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

## 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 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

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

### 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

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

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

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

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

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

**Attachment A**  
**RFP 2021-P04 Medical Services: Jail & Juvenile Detention Center**  
**Cost Proposal**

The cost proposal, Attachment A, must be included in your proposal and not as a separate document. Any proposal that does not include Attachment A will be deemed non-responsive.

The cost proposal shall include:

1. A specific annualized price for an average daily population of 543 adult inmates for the jail and 50 juvenile inmates for the juvenile detention center for all medical care rendered under the resulting contract. Provider must state a monthly price and provide the annual yearly cost as well. The provider must provide a price escalation percent for subsequent year(s).
2. Reference to population in the Request for Proposals are based off of an average. Since the daily population can vary, the County reserves the right to adjust and re-review the staffing needs on a yearly basis. The anniversary date of execution of the contract will serve as the yearly review date.
3. The base price shall be subject to review no more often than once each year at the County's fiscal year, effective October 1, 20XX.
4. Include a detailed itemized summary costs proposal for healthcare services for proposed pricing listed below for the Hays County Correctional Facilities.

**Estimated Pricing Information**

	<b>Year One</b>	
Monthly Rate: Jail Facility (should match total from page 2: Proposed Staffing Jail, Adult Facility)		<b>Escalation Percent Subsequent year(s)</b>
	x 12 months	
Total Yearly Rate: Jail Facility		

	<b>Year One</b>	
Monthly Rate: Juvenile Detention Center (should match total from page 2: Proposed Staffing, Juvenile Detention Center, Juvenile Facility)		<b>Escalation Percent Subsequent year(s)</b>
	x 12 months	
Total Yearly Rate: Juvenile Detention Center		

**Optional Services:**

Provide a list of additional services and their corresponding price, not included in the scope of work, that your company provides that could be available to Hays County. If you list additional services, your proposal must include details of what is included in these services.

<b>Additional Service(s)</b>	<b>Price per Month</b>



### Proposed Staffing – Jail, Adult Facility

Proposal shall identify specific staffing plans to adequately meet the needs of the Jail, and that meets or exceeds the community standard of care.

Job Title/Position	Total Full Time Employees	Hourly Rate	Total Weekly Hours
Health Service Administrator			
MD Provider/Medical Director			
Mid-Level Provider			
Registered Nurse (list Shift Differentials)			
Day			
Evening			
Night			
Weekend			
Licensed Vocational Nurse (list Shift Differentials)			
Day			
Evening			
Night			
Weekend			
EMT			
Certified Medication Aide			
Administrative Assistant			
Psychiatrist			
Mental Health Counselor			
Other: (please Specify below)			
Monthly Total Clinical Full Time Employees & Cost (Monthly total will be based off of 4.33 weekly average per month)			

### Proposed Staffing – Juvenile Detention Center, Juvenile Facility

Proposal shall identify specific staffing plans to adequately meet the needs of the Juvenile Detention Center, and that meets or exceeds the community standard of care.

Job Title	Total Full Time Employees	Hourly Rate	Total Weekly Hours
Licensed Vocational Nurse			
Oversight Personnel for Licensed Vocational Nurse			
Other: (please Specify below)			

Monthly Total Clinical Full Time Employees & Cost (Monthly total will be based off of 4.33 weekly average per month)			

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

---

Name	Title	Date
------	-------	------

---

Signature	Email
-----------	-------

**Attachment B: Health Services Statistical Report, Jail (Adult) Facility**

Health Services Statistical Report	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Totals YTD	Comments
<b>AVERAGE DAILY POPULATION</b>	<b>346</b>	<b>375</b>	<b>380</b>	<b>395</b>	<b>406</b>	<b>417</b>	<b>427</b>	<b>435</b>		Monthly Average Daily Population Numbers sent home office
<b>MEDICAL</b>										
SECURITY BOOKINGS	532	453	589	491	595	572	563	549	<b>4344</b>	Total # of inmates booked into the facility during the month
INTAKE SCREENING BY CCS	179	130	179	164	222	215	162	160	<b>1411</b>	Total # of intake screenings completed by CCS staff
SICK CALL - NURSES	399	339	250	211	260	344	271	378	<b>2452</b>	Total # of sick call encounters completed by CCS nursing personnel
SICK CALL - PROVIDER	37	28	25	23	22	10	17	5	<b>167</b>	Total # of sick call encounters completed by the Health Care Providers (Physician or Mid-Level. Does not include Chronic Care, Psychiatrist or Dentist)
SICK CALL - TOTAL ENCOUNTERS	436	367	275	234	282	354	288	385	<b>2621</b>	Total # of sick call encounters completed by nurses and providers (the sum of the previous two rows)
SICK CALL - TOTAL REFERRALS RECEIVED	496	369	383	323	356	414	439	523	<b>3303</b>	Total # of sick call slips from inmates (excluding Mental Health and Dental)
EMERGENCY RESPONSE - ON-SITE	46	38	56	55	47	47	50	55	<b>394</b>	Total # of on-site emergencies called and responded to by staff
NURSE CONTACTS - TREATMENTS & MONITORING	918	2629	2815	1163	3398	3301	4401	4297	<b>22922</b>	Total # of nursing contacts, including blood pressure checks, seg checks, FBS, dressing changes, etc. (Does not include sick call or ER)
HEALTH ASSESSMENTS	12	30	50	44	56	66	38	4	<b>300</b>	Total # of initial health assessments completed during the month (14 day for jails; 7 days for prisons)
ANNUAL HEALTH ASSESSMENTS COMPLETED	0	3	1	0	16	1	0	0	<b>21</b>	Total # of annual (Inmates who have been on site for 12 months) health assessments
# OF INMATES INCARCERATED >12 MONTHS	53	37	60	67	61	16	39	47	<b>380</b>	Total # of inmates that have been kept on-site for 12 months or more
X-RAYS (NON-TB RELATED) ON-SITE	22	21	43	25	22	25	31	22	<b>211</b>	Total # of Non-TB related X-Rays (TB related X-Rays are under Infectious Disease Control)
EKGs	12	7	8	5	3	14	6	3	<b>58</b>	Total # of EKG's performed on-site
<b>MENTAL HEALTH</b>										
<b>PSYCHIATRY</b>										
NEW PATIENT VISITS	31	12	23	19	27	30	12	7	<b>161</b>	Total # of new patients seen by psychiatric provider (Psychiatrist or Mid-Level)
FOLLOW UP VISITS	53	50	43	43	44	29	33	10	<b>305</b>	Total # of Follow up visits by psychiatric provider (Psychiatrist or Mid-Level)

**Attachment B: Health Services Statistical Report, Jail (Adult) Facility**

Health Services Statistical Report	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Totals YTD	Comments
PSYCHIATRIC NURSE VISITS	0	0	0	0	0	0	0	0	0	Total # of contact provided by psychiatric nurse (do not include rounds with psychiatry provider - those are counted under psychiatrist)
<b>MENTAL HEALTH PROVIDERS</b>										
MH SCREENS	55	41	53	52	58	77	57	55	448	Total # Positive MH Screens from intake
FOLLOW-UP CONTACTS	369	376	474	410	435	527	438	537	3566	Total # of visits provided by MH staff (not already counted under Special Needs, Ind/ Group Therapy, Seg Rounds or Discharge Planning contact)
SPECIAL NEEDS CONTACTS	6	6	11	10	5	7	4	8	57	Total # of visits provided to inmates on special needs list during the month
SEGREGATION ROUNDS	82	76	86	110	77	94	78	86	689	Total # of segregation visits performed by mental health team during the month
INDIVIDUAL THERAPY CONTACTS	0	0	0	0	0	0	0	0	0	Total # of inmates who received individual therapy during the month
GROUP THERAPY SESSIONS	0	0	0	0	0	0	0	0	0	Total # of group therapy sessions conducted by mental health personnel (number of sessions, not individuals in the sessions)
# OF PTS IN GROUP THERAPY SESSIONS	0	0	0	0	0	0	0	0	0	Total # of individuals in group therapy sessions conducted by mental health personnel
DISCHARGE PLANNING CONTACTS	0	0	0	0	0	0	0	0	0	Total # of contacts provided by discharge planner during the month
<b>SELF-HARM</b>										
# OFSUICIDE THREATS/IDEATIONS	1	32	39	26	15	23	25	66	227	Total # of events of communicated threats or thoughts of self harm verbally or written
# OF SUICIDAL GESTURES	0	5	4	2	7	15	4	1	38	Total # events where inmate engaged in some form of self-harming behavior that does not result in lethality or intent to achieve death
# OF SUICIDE ATTEMPTS	0	0	1	1	0	2	0	1	5	Total # events where inmate engaged in behavior that was of lethal nature, requiring extensive off-site medical care
# OF COMPLETED SUICIDES	0	0	0	0	0	0	0	0	0	Total # of inmates who completed suicide during the month
# OF SUICIDE WATCH EVENTS	109	161	171	142	158	213	202	319	1475	Total # events where inmate was placed on suicide watch (may include same I/M placed on watch more than once during month)
TOTAL # OF DAYS FOR ALL SUICIDE WATCHES	458	470	458	409	551	765	750	1006	4867	Total # of days that inmates were on suicide watch
<b>TRANSFER</b>										

**Attachment B: Health Services Statistical Report, Jail (Adult) Facility**

Health Services Statistical Report	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Totals YTD	Comments
# OF PETITIONS FOR CIVIL COMMIT	10	15	15	10	8	9	15	15	97	Total # of inmates who have been committed but awaiting bed or assessment in community facility
# OF INMATES CIVILLY COMMITTED	1	1	1	2	2	2	1	0	10	Total # of inmates whose petitions for civil commitment have been accepted and transferred out to treatment facilities
<b>SENTINEL EVENTS</b>										
# OF THERAPEUTIC RESTRAINT EPISODES	0	0	0	0	0	0	0	0	0	Total # of inmates placed in therapeutic (not security-ordered) restraints
# OF EMERGENCY MEDICATION EPISODES	0	0	0	0	0	0	0	0	0	Total # of separate episodes in which the psychiatrist ordered medication to be given without inmates consent
# OF INMATES ON INVOLUNTARY MEDICATION	0	0	0	0	0	0	0	0	0	Total # of inmates on court ordered / due processed involuntary medication programs
<b>OTHER MH DATA</b>										
# OF INMATES ON SPECIAL NEEDS LIST	15	22	22	20	16	13	20	20	148	Total # of inmates being followed for special mental health needs
SICK CALL - MENTAL HEALTH	20	13	21	7	21	7	13	5	107	Total # of mental health sick call encounters completed by CCS personnel
# OF MH SICK CALL REQUESTS/ REFERRALS	20	13	21	7	30	7	13	5	116	Total # of requests for MH services received during the month
<b>DENTAL</b>										
DENTAL EXAMS	0	0	0	0	0	0	0		0	Total # of dental screens/exams completed (either initial or annual) by the Dentist
DENTAL SICK CALL / SCREENS	9	0	20	9	10	18	12		78	Total # of dental sick call / screens by the Dentist
EXTRACTIONS	7	0	22	18	9	29	10		95	Total # of dental extractions
REFUSALS	4	0	18	1	3	2	2		30	Total # of inmates refusing dental care and treatment
TEMPORARY FILLINGS	0	0	0	0	0	0	0		0	Total # of temporary fillings
OFF-SITE DENTAL REFERRALS	0	0	0	0	0	0	0		0	Total # of inmates sent off-site for dental treatment or services
OTHER SERVICES NOT LISTED	0	0	0	15	12	24	13		64	Total # of encounters not listed in categories listed above
<b>OFF-SITE SERVICES</b>										
EMERGENCY ROOM VISITS	7	14	14	11	16	8	8	20	98	Total # of ER Visits (to include County, Federal & ICE, etc.)
COUNTY	7	14	14	11	16	8	8	20	98	Total # of County inmates transported from the Jail to the ER for care
FEDERAL/ICE	0	0	0	0	0	0	0	0	0	Total # of Federal/Other inmates transported from the Jail to the ER for care

**Attachment B: Health Services Statistical Report, Jail (Adult) Facility**

<b>Health Services Statistical Report</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Totals YTD</b>	<b>Comments</b>
AMBULANCE TRANSPORTS to ER	2	4	5	3	9	5	6	11	<b>45</b>	Total # of ambulance transports (to include County, Federal & ICE, etc.)
COUNTY	2	4	5	3	9	5	6	11	<b>45</b>	Total # of County inmates transported to the ER by ambulance
FEDERAL/ICE	0	0	0	0	0	0	0	0	<b>0</b>	Total # of Federal/Other inmates transported to the ER by ambulance
JAIL TRANSPORTS to ER	5	10	9	8	7	3	2	9	<b>53</b>	Total # of ER Visits that were taken via jail transport / custody car (to include County, Federal & ICE, etc.)
COUNTY	5	10	9	8	7	3	2	9	<b>53</b>	Total # of County inmates transported to the ER by security
FEDERAL/ICE	0	0	0	0	0	0	0	0	<b>0</b>	Total # of Federal/Other inmates transported to the ER by security
HOSPITAL ADMISSIONS	0	0	2	1	3	1	2	6	<b>15</b>	Total # of inmates admitted to hospital (to include County, Federal and ICE by summing up the following two items)
COUNTY	0	0	2	1	3	1	2	6	<b>15</b>	Total # of County inmates admitted to the hospital
FEDERAL/ICE	0	0	0	0	0	0	0	0	<b>0</b>	Total # of Federal/Other inmates admitted to the hospital
HOSPITAL DAYS	0	0	9	1	9	6	9	17	<b>51</b>	Total # of inmate hospital days
COUNTY	0	0	9	1	9	6	9	17	<b>51</b>	Total # of County inmate hospital days
FEDERAL/ICE	0	0	0	0	0	0	0	0	<b>0</b>	Total # of Federal/Other inmate hospital days
AVERAGE LENGTH OF STAY	0	0	5	1	5	7	5	5	<b>28</b>	Total # of hospital days divided by the total # of Admissions. Ex: 5 inmates divided by 20 total hospital days equals an average of 4 days
ON-SITE SPECIALTY CONSULTATIONS	0	0	0	0	0	0	0	0	<b>0</b>	Total # of inmates seen for on-site Specialty Consultations such as OB, ortho, Renal, etc
OFF-SITE SPECIALTY CONSULTS	16	9	20	11	11	9	7	6	<b>89</b>	Total # of Inmates transferred off-site by security for appointments
COUNTY	16	9	20	11	11	9	7	6	<b>89</b>	Total # of County Inmates transported for specialty appointments
FEDERAL/ICE	0	0	0	0	0	0	0	0	<b>0</b>	Total # of Federal/Other Inmates transported for specialty appointments
ONE DAY SURGERIES	0	0	1	2	5	0	0	2	<b>10</b>	Total # of Inmates who received a one days surgery and returned to the site within 23 hours
COUNTY	0	0	1	2	5	0	0	2	<b>10</b>	Total # of County Inmates transported for scheduled surgery
FEDERAL/ICE	0	0	0	0	0	0	0	0	<b>0</b>	Total # of Federal/Other Inmates transported for scheduled surgery

**Attachment B: Health Services Statistical Report, Jail (Adult) Facility**

Health Services Statistical Report	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Totals YTD	Comments
OFF-SITE RADIOLOGY	2	4	6	1	0	0	3	0	16	Total # of Inmates transported off-site for radiology procedures such as CT SCAN, MRI, X-RAYS, and Ultrasounds
DEATHS ON-SITE	0	0	0	0	0	0	0	0	0	Total # of Inmate deaths that occurred on-site
DEATH IN CUSTODY	0	0	0	0	0	0	0	0	0	Total # of in custody inmate deaths
<b>PHARMACEUTICALS</b>										
TOTAL I/Ms ON MEDS	275	288	312	295	310	330	330	371	2511	Total # of inmates prescribed medications to include Formulary, Non-Formulary, Psychotropic & OTC
TOTAL I/Ms ON MEDICAL MEDS	152	159	172	164	169	189	189	241	1435	Total # of inmates prescribed medical medications to include OTCs ordered by a provider
TOTAL I/M'S ON PSYCHOTROPIC MEDS	123	129	140	131	141	141	141	130	1076	Total # of inmates on psychotropic medications
TOTAL I/M'S NONFORMULARY MEDS	68	68	63	60	63	81	81	124	608	Total # of inmates on non-formulary medications (medical and psychotropic's)
<b>CHRONIC CARE</b>										
ASTHMA/COPD	6	5	7	5	3	6	2	3	37	Total # of inmates seen in Pulmonary CCC during the month
DIABETICS	5	8	8	10	4	3	4	3	45	Total # of inmates seen in Diabetic CCC during the month
DIALYSIS	0	0	0	0	0	0	0	0	0	Total # of inmates who received dialysis during the month
HIV	0	3	1	1	2	2	1	5	15	Total # of inmates seen in HIV CCC during the month
PREGNANCY	0	1	0	0	1	0	0	0	2	Total # of inmates seen in Pregnancy Clinic during the month
HYPERTENSION / CARDIOVASCULAR	21	26	25	23	11	6	19	12	143	Total # of inmates seen in Cardiac CCC during the month
SEIZURE DISORDERS	1	3	3	8	4	2	4	4	29	Total # of inmates seen in Seizure CCC during the month
THYROID	3	0	1	1	1	1	1	1	9	Total # of inmates seen in Thyroid CCC during the month
TUBERCULOSIS	0	0	0	0	0	0	0	0	0	Total # of inmates seen in TB CCC during the month
OTHER	15	7	12	5	6	11	15	7	78	Total # of inmates seen in Other CCC during the month (w/c prosthetics)
<b>INFECTIOUS DISEASE CONTROL</b>										
PPDs PLANTED	188	122	154	161	223	218	207	164	1437	Total # of PPD's planted in the month
PPDs READ	133	103	111	123	167	163	166	140	1106	Total # of PPD's read during the month

**Attachment B: Health Services Statistical Report, Jail (Adult) Facility**

Health Services Statistical Report	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Totals YTD	Comments
POSITIVE PPDs	1	0	2	2	1	0	0	1	7	Total # of PPD's measuring over 10 mm during the month plus those measuring over 5mm in high risk groups.
TB RELATED CHEST X-RAYS	10	8	15	12	4	10	5	5	69	Total # of X-Ray taken due to positive PPD's or based on negative test with symptoms
ACTIVE TB	0	0	0	0	0	0	0	0	0	Total # of patients with active TB which require negative pressure room and isolation
HIV TEST	5		5	6	1	0	2	1	20	Total # of Inmates receiving an HIV test on-site
POSITIVE HIV	0	8	0	0	0	0	0	0	8	Total # of all positive HIV results from on-site testing.
# OF POSITIVE HIV INMATES	10	8	8	7	13	8	9	10	73	Total # of HIV positive inmates, to include previous or new positive
HEPATITIS A	0	0	0	0	0	1	0	0	1	Total # of inmates with a diagnosis of positive Hep A
HEPATITIS B	0	0	1	0	0	6	0	0	7	Total # of inmates with a diagnosis of positive Hep B
HEPATITIS C	0	5	2	6	120	0	7	8	148	Total # of Inmates with a diagnosis of positive Hep C
CHLAMYDIA	0	1	6	1	1	0	0	0	9	Total # of inmates who tested positive for and were started on treatment for Chlamydia
GONORRHEA	0	0	6	0	0	0	0	0	6	Total # of Inmates who tested positive for and were started on treatment for Gonorrhea
SYPHILIS	0	0	0	0	0	0	1	0	1	Total # of inmates who tested positive for and were started on treatment for Syphilis
OTHER STD	0	0	0	0	0	0	0	0	0	Total # of inmates who tested positive for and were started on treatment for PID or any other type of STD not listed
PEDICULOSIS	0	0	0	0	0	0	0	0	0	Total # of Inmates treated for lice or crabs
SCABIES	0	0	0	0	0	0	0	0	0	Total # of Inmates treated for scabies
MRSA CONFIRMED	0	0	0	0	0	0	0	0	0	Total # of inmates with skin infections that cultured positive for MRSA
CONFIRMED MRSA TREATED	0	0	0	0	0	0	0	0	0	Total # of Inmates who were started on treatment for a Positive MRSA culture
SUSPECTED MRSA TREATED	1	1	1	0	0	0	2	1	6	Total # of Inmates started on MRSA treatment without a positive culture
<b>GRIEVANCES</b>										
INMATES WITH GRIEVANCES	19	9	13	10	7	9	14	17	98	Total # of medical grievances received during the month
DISSATISFIED WITH MEDICAL CARE	5	3	5	0	2	5	8	3	31	Total # of grievances related to medical care
DISSATISFIED WITH DENTAL CARE	0	0	0	0	0	0	0	0	0	Total # of grievances related to dental care
DISSATISFIED WITH MENTAL HEALTH CARE	1	0	0	0	2	1	0	1	5	Total # of grievances related to mental health care



**Attachment B: Health Services Statistical Report, Jail (Adult) Facility**

<b>Health Services Statistical Report</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Totals YTD</b>	<b>Comments</b>
DISSATISFIED WITH STAFF CONDUCT	2	0	0	0	0	0	0	1	3	Total # of grievances related to CCS staff conduct
DISSATISFIED WITH DELAY IN HEALTHCARE	0	4	5	2	0	0	0	8	19	Total # of grievances related a delay in care
PROBLEMS WITH MEDS	4	2	1	3	1	0	5	1	17	Total # of grievances related to medications
REQUEST TO BE SEEN	0	0	0	1	1	1	1	1	5	Total # of grievances related to access to care
OTHER	2	0	3	4	1	2	0	3	15	Total # of grievances related to other areas of CCS responsibility

**Attachment C: Health Services Statistical Report, Juvenile Detention Center (Juvenile) Facility**

Health Services Statistical Report	June		July		August	
	AM Shift	PM Shift	AM Shift	PM Shift	AM Shift	PM Shift
AVERAGE DAILY POPULATION	37	39	39	40	47	47
MEDICAL (per month)						
# Intake Screenings	10	14	23	9	12	9
Sick Calls Seen - Nurses	75	86	83	89	106	97
Sick Calls Seen - Provider	2	7	3	1	0	2
Emergency Responses - Onsite	1	13	3	10	2	12
# of Nurse Contacts	1110	1145	1202	1240	1449	1397
Initial Helath Assessments	1	8	0	8	0	8
Annual Helath Assessments	0	0	0	0	0	0
# Incarcerated > 1 year	0	0	0	0	0	0
Critical Clinical Events (CCE)	0	0	0	0	0	0
OFFSITE VISITS						
Emergency Room Visits	0	0	1	0	0	4
Ambulance to Emergency Room	0	0	0	0	0	0
Hospital Admissions	0	0	0	0	0	0
Hospital Days	0	0	0	0	0	0
Offsite Specialty Consults	0	0	0	0	0	0
One Day Surgery	0	0	0	0	0	0
Offsite Radiology	0	0	0	0	0	0
MEDICATIONS (average per day)						
# of Patients on Medications	17	21	20	21	23	24
# of Patcients on "Medical" Medications	7	10	11	10	13	11
# on Psychotropic Medications	12	16	13	14	16	18
CHRONIC CARE						
ASTHMA/COPD	0	0	0	0	0	0
Diabetes	0	0	0	0	0	0
Cdialysis	0	0	0	0	0	0
HIV	0	0	0	0	0	0
HTN/Cardio	0	0	0	0	0	0
Seizures	0	0	0	0	0	0
Thyroid	0	0	0	0	0	0

Tuberculosis	0	0	0	0	0	0
Other	0	0	0	0	0	0
INFECTIOUS DISEASE						
# PPDs Planted	0	0	0	0	0	0
#PPDs Read	0	0	0	0	0	0
Positive PPDs	0	0	0	0	0	0
# HIV	0	0	0	0	0	0
Hepatitis A	0	0	0	0	0	0
Hepatitis B	0	0	0	0	0	0
Hepatitis C	0	0	0	0	0	0
Chlamydia	0	0	0	0	0	0
Gonorrhea	0	0	0	0	0	0
Syphills	0	0	0	0	0	0
Pediculosis	0	0	0	0	0	0
Scabies	0	0	0	0	0	0
MRSA Confirmed	0	0	0	0	0	0
Confirmed MRSA Treated	0	0	0	0	0	0
Suspected MRSA Treated	0	0	0	0	0	0

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & drainage improvements and accept the 2-year maintenance bond #166107N in the amount of \$154,337.85 for the Trails at Windy Hill subd., Phase 4 & Phase 5.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

September 21, 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 construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW. A construction bond was not issued for this project, so there isn't anything to release.

**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

512/393-7385  
FAX: 512/393-7393

August 19, 2021

Honorable Ruben Becerra  
111 E. San Antonio Street  
San Marcos, Texas 78666

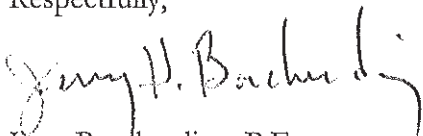
RE: Trails at Windy Hill subdivision, Phase 4 & Phase 5

Dear Commissioners and Judge:

Josh Janysek, P.E. with BGE, Inc., is requesting that Hays County accept construction of the roads and drainage improvements for the Trails at Windy Hill subdivision, Phase 4 & Phase 5, and accept the 2-year maintenance bond #166107N in the amount of \$154,337.85. A concurrence letter and as-built plans have been received as required by Hays County. A construction/subdivision/performance bond was not submitted prior to construction, so there isn't anything to release.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,



Jerry Borchherding, P.E.  
Director  
Hays County Transportation



08/19/2021

RE: TRAILS AT WINDY, HILL PHASE 4 & 5  
Paving, Drainage, Water & Wastewater Improvements  
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On August 19, 2021, I the undersigned professional engineer, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with Hays County Transportation, Goforth SUD, GBRA and MUD Engineering staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Trails at Windy Hill Phase 4 & 5 Paving, Drainage, Water & Wastewater Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,  
BGE, Inc.

Josh Janysek, P.E.  
Project Manager – Construction

cc: James Parman, Hays County  
Neal Goedrich, Goforth  
Travis Basham, GBRA  
Hank Smith, North Hays County MUD No. 1  
Steven Cogburn, D.R. Horton  
Devin Lee Kleinfelder, D.R. Horton



# MAINTENANCE BOND

Bond No.: 166107N

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of One Hundred Fifty-four Thousand Three Hundred Thirty-seven And 85/100 (\$154,337.85) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Trails at Windy Hill Ph 4&5

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of TWO (2) year(s) following final acceptance of said improvements: Trails at Windy Hill Ph 4&5: Street and Erosion Control Improvements

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of TWO (2) year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 17th day of August, 2021.

JL Gray Construction, Inc.  
Principal

By: 

Westfield Insurance Company  
Surety

Seal

Local Recording Agency:  
K & S Insurance  
P O Box 277  
Rockwall, TX 75087

By: 

Jack Nottingham, Attorney-in-fact

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4220012 14

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY**

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of August A.D., 2021.



Frank A. Carrino, Secretary



**IMPORTANT NOTICE  
STATE OF TEXAS  
COMPLAINT PROCEDURES**

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

**1-800-243-0210**

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

**7. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent, **Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8. ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

**1-800-243-0210**

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

**P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, **Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to accept the maintenance bond rider extension #PB03016800417M in the amount of \$90,377.95 until February 28, 2022 for Sunfield subd., Phase 2, Section 12.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 21, 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

The completion of construction of the roads and drainage improvements within the County ROW for Sunfield subd., Phase 2, Section 12 has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until February 28, 2022.

# Philadelphia Indemnity Insurance Company

## Endorsement (Rider)

SUNFIELD SUBD, Phase 2, Section 12

It is hereby understood and agreed that Bond No.: PB03016800417M

Principal: DNT Construction, LLC

Obligee: Hays County, Texas

In the Surety is changing this bond effective August 28, 2021  
in the following manner:

The Bond Principal is hereby amended to: Extend expiration date to: February 28, 2022

\$ 90,377.95

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 23rd day of August, 2021.

Philadelphia Indemnity Insurance Company  
Surety



Tom Mulanax, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER  
RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

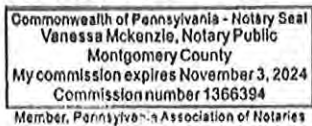
(Seal)



John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of August, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Hold a public hearing with possible action to establish a 4-way stop at the intersection of Green Pastures Drive and Skyview Terrace in Green Pastures subdivision.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

September 21, 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

Green Pastures Drive does not currently have stop signs at the intersection with Skyview Terrace. As a result of a recent traffic study, a 4-way stop is necessary to control vehicle traffic at this intersection for the safety of local residents, and in lieu of possible speed bump installation.



# Green Pastures Dr & Skyview Terrace

Traffic study - possible 4-way stop location.

Legend





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to consider the release of the maintenance bond #CA2721467 in the amount of \$57,872.74 and the acceptance of roads into the county road maintenance system for Windy Hill 11AC subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 21, 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: Joanne Loop (1,719 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 #SU1146030 in the amount of \$315,510.25 and the acceptance of roads into the county road maintenance system for Reunion Ranch subdivision, Phase 2, Section 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 21, 2021	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

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

#### SUMMARY

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Katie Drive (1,020 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 Amendment #1 to the Advance Funding Agreement for Surface Transportation Block Grant Program (STBG) between Hays County and the Texas Department of Transportation (TxDOT) for the FM 621 Corridor Safety Improvements project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 21, 2021	\$0.00

#### LINE ITEM NUMBER

035-801-96-521.5611\_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	INGALSBE	N/A

#### SUMMARY

The FM 621 Corridor Safety Improvements project from Old Bastrop Highway (CR 266) to De Zavala Drive is an element of the Hays County 2016 Road Bond Program. The County and TxDOT entered into an Advance Funding Agreement (AFA) on April 2, 2020 to memorialize the roles and responsibilities in the development and funding of the corridor safety improvements. Since that time, Hays County and TxDOT have determined that adjusting the internal limits of the projects (and the resulting updates in the TxDOT-assigned CSJ (Control-Section-Job) numbers) would facilitate the orderly and timely development of the project and allow the first segment of the project from 0.1 miles northwest of De Zavala Drive to 0.1 miles southeast of Picasso Drive to proceed to construction as quickly as possible. That section was let for construction by TxDOT on August 4, 2021 and construction was awarded by the Texas Transportation Commission on August 31, 2021. The remainder of the corridor safety improvements project is anticipated to be let in Spring 2022. The AFA Amendment #1 addresses the updates in internal project limits and CSJ numbers so that the TxDOT ProjectConnect tracking system can be updated. The AFA Amendment #1 adds an additional CSJ number, which does not increase the overall project length, to the project to address the shifted internal project limits from the first segment of the project. There are no changes to the project costs or cost-sharing arrangements memorialized in the AFA executed by the County and TxDOT on April 2, 2020.



A Resolution of the Hays County Commissioners Court  
Approving Amendment #1 to the Advance Funding Agreement for Surface Transportation  
Block Grant Program (STBG) Both On-System and Off-System for the FM 621 Corridor Safety  
Improvements Project and Authorizing the County Judge to Execute the Advance Funding  
Agreement Amendment #1 on Behalf of Hays County

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

**WHEREAS**, the FM 621 Corridor Safety Improvements Project Intersection Improvement Project is an element of the Hays County 2016 Road Bond Program; and

**WHEREAS**, the project would improve safety and mobility for local traffic conditions within the project limits; and

**WHEREAS**, the County and the Texas Department of Transportation (TxDOT) executed an Advance Funding Agreement (AFA) on April 2, 2020 to memorialize their roles and responsibilities in the development and funding of the Corridor Safety Improvements; and

**WHEREAS**, since that time, Hays County and TxDOT have determined that adjusting the internal limits of the projects (and the resulting updates in the TxDOT-assigned CSJ (Control-Section-Job) numbers) would facilitate the orderly and timely development of the project and allow the first segment of the project from 0.1 miles northwest of De Zavala Drive to 0.1 miles southeast of Picasso Drive to proceed to construction as quickly as possible; and

**WHEREAS**, the first section of FM 621 was let for construction by TxDOT on August 4, 2021 and construction was awarded by the Texas Transportation Commission on August 31, 2021; and the remainder of the corridor safety improvements project is anticipated to be let by TxDOT in Spring 2022; and

**WHEREAS**, the AFA Amendment #1 would address the updates in the internal project limits and CSJ numbers so that the TxDOT ProjectConnect tracking system can be updated; and

**WHEREAS**, the AFA Amendment #1 adds an additional CSJ number, which does not increase the overall project length, to the project to address the shifted internal project limits from the first segment of the project; and

**WHEREAS**, there are no changes to the project costs or cost-sharing arrangements memorialized in the AFA executed by the County and TxDOT on April 2, 2020;

**NOW, THEREFORE, BE IT RESOLVED** by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby approve Amendment #1 to the Advance Funding Agreement for Surface Transportation Block Grant Program (STBG) Both On-System and Off-System for the FM 621 Corridor Safety Improvements Project and authorizes the County Judge to execute the Advance Funding Agreement Amendment #1 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

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Hays, acting by and through its duly authorized Officials, called the Local Government.

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed a contract on April 2nd, 2020 to effectuate their agreement to perform roadway improvements to FM 621 and CR 266 in Hays County; and,

**WHEREAS**, the States needs to program the project according to the requirements of TxDOT Connect, a software application that track and program the Project into the system.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

A. Article 3.Scope of Work is deleted in its entirety and replaced with the following:

3. Scope of Work

The scope of work for the Project consists of

- a. CSJ#0987-03-011 on-system: Widening shoulder and adding a left turn lane on FM 621 from 0.2 miles north of CR 266 (Old Bastrop Hwy) to 0.2 Miles south of CR 266 (Old Bastrop Hwy).
- b. CSJ#0987-03-012 on-system: Reconstruction of existing roadway with new center turn lane on FM 621 from 0.1 miles NW of De Zavala Dr to 0.1 miles SE of Picasso Dr.
- c. CSJ#0914-33-085 off-system: Intersection improvement on FM 621 at CR 266 (Old Bastrop Hwy).
- d. 0914-33-014: on-system: On FM 621 from 0.1 miles SE of Picasso Dr. to 0.2 MI SE of Old Bastrop Hwy

B. Attachment C Project Budget is deleted in its entirety and replaced with Attachment C-1 Project Budget which is attached to and made a part of this Amendment #1.

All other provisions of the original contract are unchanged and remain in full force and effect.

## 2. 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 amendment on the date stated under that party's signature.

### THE LOCAL GOVERNMENT

---

Ruben Becerra  
Hays County Judge

---

Date

### THE STATE OF TEXAS

---

Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

---

Date

## ATTACHMENT C-1 PROJECT BUDGET ESTIMATE

Costs for Category 7 will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount.

Construction costs for Category 8 will be allocated based on 90% Federal funding and 10% State funding until Federal and State funding reaches the maximum obligated amount.

The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local)	\$537,000	0%	\$0	0%	\$0	100%	\$537,000
Utilities (by Local)	\$200,000	0%	\$0	0%	\$0	100%	\$200,000
CSJ# 0987-03-014 Construction Cat.7 (by State)	\$1,417,473	80%	\$1,133,978	0%	\$0	20%	\$283,495
CSJ# <b>0987-03-012</b> Construction Cat.7 (by State)	\$3,150,000	80%	\$2,520,000	0%	\$0	20%	\$630,000
CSJ# <b>0987-03-011</b> Construction Cat.8 HSIP (by State)	\$681,000	90%	\$612,900	10%	\$68,100	0%	\$0
Subtotal	\$5,985,472		\$4,266,878		\$68,100		\$1,650,495
Environmental Direct State Costs	\$29,927	0%	\$0	100%	\$29,927	0%	\$0
Right of Way Direct State Costs	\$7,482	0%	\$0	100%	\$7,482	0%	\$0
Engineering Direct State Costs	\$44,891	0%	\$0	100%	\$44,891	0%	\$0
Utility Direct State Costs	\$7,482	0%	\$0	100%	\$7,482	0%	\$0
Construction Direct State Costs	\$209,492	0%	\$0	100%	\$209,492	0%	\$0
Indirect State Costs (4.52%)	\$270,543	0%	\$0	100%	\$270,543	0%	\$0
TOTAL	\$6,555,289		\$4,266,878		\$637,917		\$1,650,494

Initial payment by the Local Government to the State: \$0.0

Payment by the Local Government to the State before construction: \$913,495

Total payment by the Local Government to the State: \$913,495

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount.  
The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CSJ# 0914-33-085 Construction Cat.7 (by State)	\$532,528	80%	\$426,022	0%	\$0	20%	\$106,506
Subtotal	\$532,528		\$426,022		\$0		\$106,506
Environmental Direct State Costs	\$2,663	0%	\$0	0%	\$0	100%	\$2,663
Right of Way Direct State Costs	\$666	0%	\$0	0%	\$0	100%	\$666
Engineering Direct State Costs	\$3,994	0%	\$0	0%	\$0	100%	\$3,994
Utility Direct State Costs	\$666	0%	\$0	0%	\$0	100%	\$666
Construction Direct State Costs	\$18,638	0%	\$0	0%	\$0	100%	\$18,638
Indirect State Costs (4.52%)	\$24,070	0%	\$0	100%	\$24,070	0%	\$0
TOTAL	\$583,225		\$426,022		\$24,070		\$133,133

Initial payment by the Local Government to the State: \$7,989

Payment by the Local Government to the State before construction: \$125,144

Total payment by the Local Government to the State: \$133,133

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 approve the selection of Halff Associates, Inc. to provide right-of-way acquisition services for the low water crossing projects in Precinct 4; and to authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 21, 2021	\$0.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SMITH	N/A

#### SUMMARY

The Precinct 4 Low Waters Crossing Improvements [25-870-034] project Sycamore Creek Drive at Sycamore Creek and Bear Creek Pass (CR 367) at Bear Creek is currently under design by Garver, LLC and requires ROW acquisition services.

Halff Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q02 on July 27, 2021 Item 48. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the selection of Cobb Fendley & Associates, Inc. to provide utility coordination services for the low water crossing projects in Precinct 4; and to authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	September 21, 2021	\$0.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SMITH	N/A

#### SUMMARY

The Precinct 4 Low Waters Crossing Improvements [25-870-034] project Sycamore Creek Drive at Sycamore Creek and Bear Creek Pass (CR 367) at Bear Creek is currently under design by Garver, LLC and requires utility coordination services.

Cobb Fendley & Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2018-P16 on December 11, 2018, Item 13. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1757-PC; Discussion and possible action to approve the final plat of the Replat of Lot 4, Los Ranchos Subdivision; hold a public hearing.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

MACHACEK

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

Los Ranchos Subdivision is a recorded subdivision located off of F.M. 150 in Precinct 4.

The proposed re-plat will divide Lot 4 into 3 lots, Lot 4-A, Lot 4-B, and Lot 4-C. Water service will be provided by Private Wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** September 21st, 2021

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Development Services Director

**Sponsoring Court Member:** Commissioner Walt Smith, Precinct 4

### **AGENDA ITEM LANGUAGE:**

Hold a public hearing with possible action to approve the final plat of the Replat of Lot 4, Los Ranchos Subdivision.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Los Ranchos Subdivision is a recorded subdivision located off of F.M. 150 in Precinct 4.
- B) The proposed replat will divide Lot 4 into three (3) lots: 4-A, 4-B, and 4C. Water Service will be provided by private wells. Wastewater Treatment will be accomplished by individual on-site sewage facilities.
- C) Per Texas Local Government Code requirements, a public hearing for this proposed Replat of Lot 4 will take place on September 21st, 2021 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the approval of the replat will take place.

### **STAFF COMMENTS:**

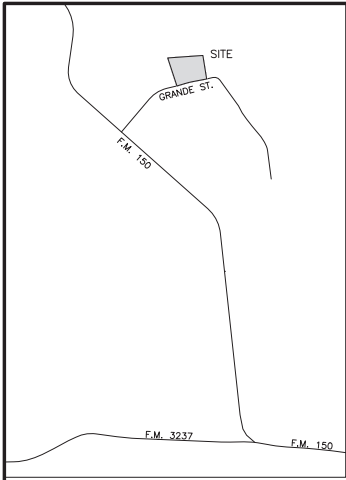
Staff has completed review for the Replat of Lot 4, Los Ranchos Subdivision. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

There are no variance requested and at the time this item has full staff recommendation.

### **ATTACHMENTS/EXHIBITS:**

Property Location Map

Subdivision Plat



VICINITY MAP - 1"=2000'

#### LOT SIZE CATEGORIES

TOTAL AREA = 10.114 Ac.  
TOTAL NUMBER OF LOTS = 3  
AVERAGE LOT SIZE = 3.37 AC.  
NUMBER OF LOTS OVER 10 ACRES = 0  
NUMBER OF LOTS 5 - 10 ACRES = 0  
NUMBER OF LOTS 2 - 5 ACRES = 3  
NUMBER OF LOTS 1 - 2 ACRES = 0  
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:  
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE  
WATER-INDIVIDUAL ON-SITE WELLS  
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:  
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE  
HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE  
PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT  
OF HAYS COUNTY UNDER CHAPTER 751.

#### LEGEND



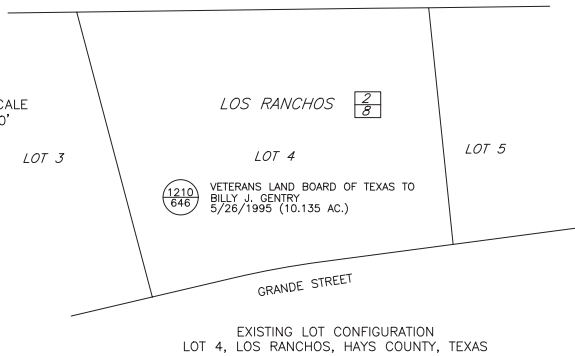
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON PIPE FOUND OR DIAMETER NOTED
- UTILITY LINE, POLE AND GUY
- CONCRETE NAIL SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY"

#### SURVEYORS' NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.C.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0255F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
6. ACCORDING TO SCALING FROM TCEQ MAPS NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
8. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES INCORPORATED CITY LIMITS OR AREA OF EXTRATERRITORIAL JURISDICTION.
9. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6.
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
11. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
12. THIS LOT LIES WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.
13. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

HCDN 19039227  
FRANK W. ZIMMERMAN, JR. TO  
RICHARD A. STEINBRINK & JULIE STEINBRINK  
10/24/2019 (135.12 AC.)

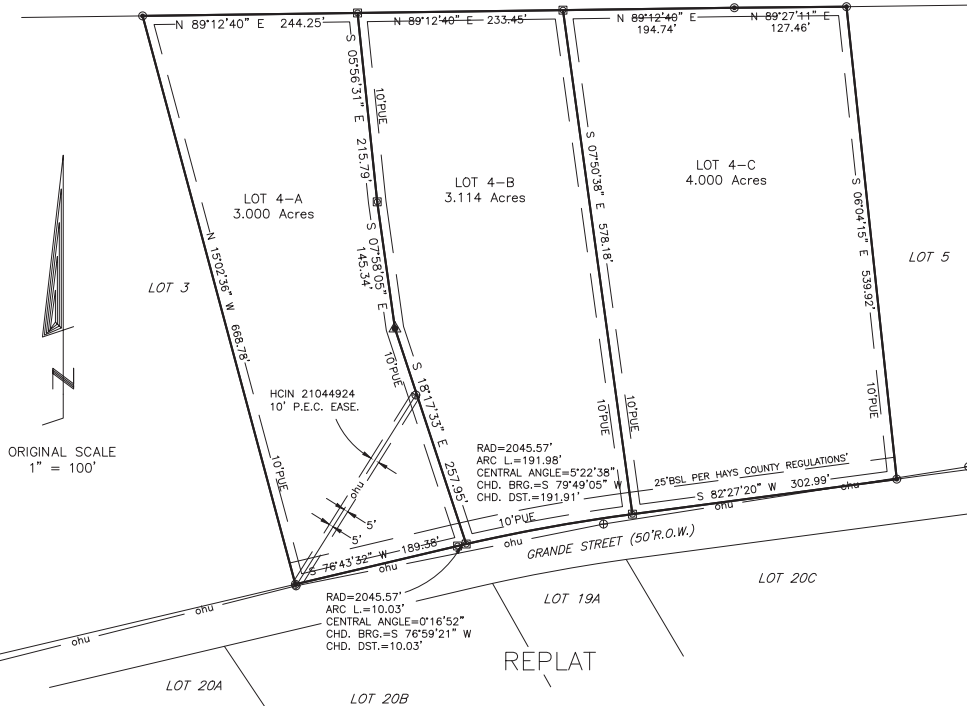
ORIGINAL SCALE  
1" = 200'



GRANDE STREET

EXISTING LOT CONFIGURATION  
LOT 4, LOS RANCHOS, HAYS COUNTY, TEXAS

HCDN 19039227  
FRANK W. ZIMMERMAN, JR. TO  
RICHARD A. STEINBRINK & JULIE STEINBRINK  
10/24/2019 (135.12 AC.)



ORIGINAL SCALE  
1" = 100'

REPLAT

CLIENT: GENTRY, DAVID  
DATE: 4/13/2021  
OFFICE: K. SMITH  
CREW: C. SMITH  
FB/PG: 773/37  
PLAT NO. 27904-21-c

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS, THAT I, DAVID GENTRY, EXECUTOR TO THE ESTATE OF BILLY J. GENTRY, OWNER OF LOT 4, LOS RANCHOS, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED MAY 26, 1995, AND RECORDED IN VOLUME 1210, PAGE 646, HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 4, LOS RANCHOS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

BILLY J. GENTRY ESTATE  
DAVID GENTRY, EXECUTOR  
1239 LEANING OAK LANE  
GEORGETOWN, TX., 78628

STATE OF TEXAS\*  
COUNTY OF HAYS\*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID GENTRY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF

\_\_\_\_\_, A.D., 20\_\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021, AT \_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2021 AT \_\_\_\_ O'CLOCK \_\_\_\_M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER \_\_\_\_\_.

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS \*  
COUNTY OF HAYS \*

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2021

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAASBEEK, R.S., C.F.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

MARCUS PACHECO,  
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

DATE

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.  
REGISTERED PROFESSIONAL LAND SURVEYOR  
KYLE SMITH, R.P.L.S. NO. 5307



LOT 4-A, 4-B AND 4-C, BEING  
A RESUBDIVISION OF  
LOT 4, LOS RANCHOS  
HAYS COUNTY, TEXAS



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1774-PC; Call for a Public Hearing on October 5, 2021 to discuss final plat approval of the Replat of Lot 12, Los Ranchos Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

MACHACEK

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

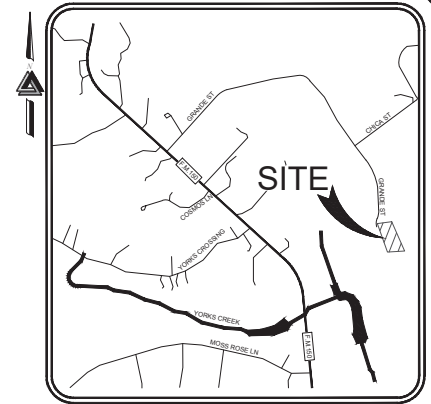
#### SUMMARY

Los Ranchos Subdivision is a recorded subdivision located off of F.M. 150 in Precinct 4.

The proposed re-plat will divide Lot 12 into 2 lots, Lot 12A and 12B. Water service will be provided by private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



**REPLAT OF LOT 12,  
LOS RANCHOS SUBDIVISION  
ESTABLISHING LOTS 12A & 12B,  
LOS RANCHOS SUBDIVISION  
HAYS COUNTY, TEXAS**



**VICINITY MAP**  
N.T.S.

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

That I, Drel H. Ranch LLC, a Texas limited liability company, by and through Reinhard Haltermann, owner of Lot 12 of Los Ranchos, a subdivision in Hays County recorded in book 2, page 8, Plat Records of Hays County, Texas, as described in a deed recorded in Document No. 20038891 of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE SAID Lot 12, in accordance with the plat shown hereon, do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the County of Hays the streets, alleys, rights-of-way, easements, and public places shown hereon for such public purposes as the County of Hays may deem appropriate. This subdivision is to be known as the REPLAT OF LOT 12, LOS RANCHOS SUBDIVISION, ESTABLISHING LOTS 12A AND 12B, LOS RANCHOS SUBDIVISION, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

By \_\_\_\_\_  
Reinhard Haltermann  
310 Edwards Dr.  
Kyle, TX 78740

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Drel H. Ranch LLC, a Texas limited liability company, by and through Reinhard Haltermann, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in instrument Number \_\_\_\_\_.

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Ruben Becerra  
County Judge  
Hays County, Texas

Elaine H. Cardenas  
County Clerk  
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Eric Van Gaasbeek, R.S., C.F.M.  
Hays County Floodplain Administrator

Date \_\_\_\_\_

Marous Pacheco, Director  
Hays County Development Services

Date \_\_\_\_\_

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no viable and apparent discrepancies, conflicts, visible overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly located and placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

RELEASED FOR REVIEW 08/23/21  
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Arthur Vasquez Torres  
Registered Professional Land Surveyor, No. 5737  
State of Texas

Date \_\_\_\_\_

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is located within the Edwards Aquifer Contributing Zone and lies within the Zone X flood area, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Numbers, 48209C 0255 F and 48209C 0265 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

RELEASED FOR REVIEW 08/23/21  
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Al Carroll  
Registered Professional Engineer, No. 119251  
State of Texas

Date \_\_\_\_\_

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021, at o'clock \_\_\_\_ m., in the plat records of Hays County, Texas, in instrument Number \_\_\_\_\_.

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Elaine H. Cardenas  
County Clerk  
Hays County, Texas

**PLAT NOTES**

1. This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone and outside the boundaries of the Edwards Aquifer Recharge Zone.
3. No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C 0255F and Panel #48209C 0265F, dated September 2, 2005.
4. This subdivision contains 2 lots for a total of 12.46 acres.  
Lots less than 1.00 acres: 0  
Lots 1.00 to 2.00 acres: 1  
Lots 2.00 to 5.00 acres: 0  
Lots 5.00 to 10.00 acres: 0  
Lots 10.00 acres or larger: 1
5. This subdivision lies within the following jurisdictions:  
School District - Hays CISD  
Barton Springs Edwards Aquifer Conservation District  
Emergency Services District - #1 & #6  
Hays County Precinct - #4
6. Water supply for this subdivision will be provided by private wells.
7. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
8. Wastewater treatment for this subdivision is to be provided by individual on-site sewage facilities as approved by Hays County Development Services. Lot 12A is restricted to the use of one advanced on-site sewage facility.
9. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
10. Telephone service for this subdivision is provided by Frontier.
11. No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
12. Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
13. All culverts, when required shall comply with the current Hays County standard, per Hays County Development regulations, chapter 705, subchapter 8.03.
14. Mail boxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
15. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
16. No lots are to be occupied until OSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
17. All lots served by a shared access driveway are restricted to one single family residence per lot and if any other development of a dwelling unit occurs on any of the lots obtaining access through the shared access driveway, then such new dwelling unit must be constructed on a separately platted lot with direct frontage onto and physical access to a regulated roadway prior to construction of the dwelling unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
18. The owners of the single family residence obtaining access through the shared access driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
19. Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
20. Bearing Basis: Texas State Plane Coordinate System--South Central Zone.

ENGINEER:

AUGUST 23, 2021

SURVEYOR:



**TRI-TECH**  
ENGINEERING SURVEYING PLANNING  
155 RIVERWALK DRIVE  
SAN MARCOS, TEXAS 78666  
PH: 512-440-0222

www.tritechtx.com

TBPLS REGIS. #10193729  
TBPE REGIS. #118693

PLAN 57xx

SM-21-1111000  
SMS-MC370-21

**REPLAT OF LOT 12,  
LOS RANCHOS SUBDIVISION  
ESTABLISHING LOTS 12A & 12B,  
LOS RANCHOS SUBDIVISION  
HAYS COUNTY, TEXAS**

C1  
R=50.00' (50.00')  
D=73°44'36"  
L=64.35' (64.34')  
CL=60.00' (60.00')  
CB=N 09°51'48" W (N09°53'W)

C2  
R=35.34' (35.34')  
D=45°00'32" (45°00')  
L=27.76' (27.76')  
CL=27.05' (27.05')  
CB=N 24°21'53" W (N24°15'W)

C3  
R=242.65' (242.65')  
D=17°00'25" (17°00')  
L=72.02' (72.00')  
CL=71.76' (71.73')  
CB=N 06°50'24" E (N06°45'E)

LOT 14  
LOS RANCHOS SUBDIVISION  
VOL. 2, PG. 8  
P.R.H.C.TX.

LOT 11  
LOS RANCHOS SUBDIVISION  
VOL. 2, PG. 8  
P.R.H.C.TX.

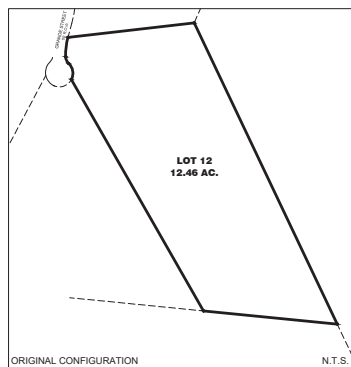
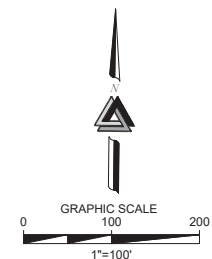
LOT 13  
LOS RANCHOS SUBDIVISION  
VOL. 2, PG. 8  
P.R.H.C.TX.

CALLED 3,659.33 ACRES  
HAY HILL HAY, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
DOC. 18026806  
O.P.R.H.C.TX.

**LOT 12B  
10.46 AC.**

**LOT 12A  
2.00 AC.**

CALLED 103.34 AC.  
JAMES N. COWDEN  
DOC. 19017384  
O.P.R.H.C.TX.



LEGEND			
■	IRON ROD W/ TRI-TECH CAP SET	I.R.	IRON ROD FOUND
●	IRON ROD FOUND	FND	FOUND
(xxx)	RECORD DIMENSIONS	B.L.	BUILDING SETBACK LINE
I.P.	IRON PIPE	OPRHTX	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
		PRHCTX	PLAT RECORDS OF HAYS COUNTY, TEXAS

ENGINEER: **TRI-TECH**  
ENGINEERING SURVEYING PLANNING  
155 RIVERWALK DRIVE  
SAN MARCOS, TEXAS 78666  
PH: 512-440-9222  
www.tritechtx.com  
TBPLS REGIS. #: 10193729  
TBPPE REGIS. #: F-18693

AUGUST 23, 2021  
SURVEYOR:

PLAN 57xx

SM-21-111000  
SMS-MC370-21



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

PLN-1735-NP; Discussion and possible action to approve the final plat of the Dogrock Estates Subdivision.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

MACHACEK

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Dogrock Estates is a newly proposed subdivision located off Stepping Stone Crossing and Rocky Meadows Lane in Precinct 3.

The proposed plat will establish two (2) lots across 9.98 acres. Water utility will be achieved via private wells and/or rainwater collection. Wastewater utility will be accomplished by individual on-site sewage facilities.

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

That I, Ryan H. Snedgar, owner of that certain tract of land shown hereon being a called 9.99 acre tract of land and described in a deed recorded in instrument No. 17011891, Official Public Records of Hays County, Texas, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of public utility easements shown hereon. This subdivision is to be known as the DOGROCK ESTATES SUBDIVISION, BEING 9.98 ACRES OUT OF THE JAMES LANSING SURVEY ABS. 285, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

By: \_\_\_\_\_  
Ryan H. Snedgar, Owner  
97 Rocky Meadows Rd.  
Wimberley, Texas 78676

STATE OF TEXAS\*

COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Ryan H. Snedgar, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS\*

COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been entered into the minutes of said court in instrument Number \_\_\_\_\_

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Ruben Becerra  
County Judge  
Hays County, Texas

Elaine H. Cardenas  
County Clerk  
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Eric Van Goosbeek, R.S., C.F.M.  
Hays County Floodplain Administrator

Date

Marcus Pacheco, Director  
Hays County Development Services

Date

STATE OF TEXAS\*

COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_m., in the plat records of Hays County, Texas, in instrument Number \_\_\_\_\_

WITNESS my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

Elaine H. Cardenas  
County Clerk  
Hays County, Texas

STATE OF TEXAS\*

COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

RELEASED FOR REVIEW 07/14/21  
Preliminary: this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Arthur Vasquez Torres  
R.P.L.S. # 5737, State of Texas

Date

STATE OF TEXAS\*

COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Contributing Zone of the Edwards Aquifer and is located within Zone X flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 4820C 0235 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

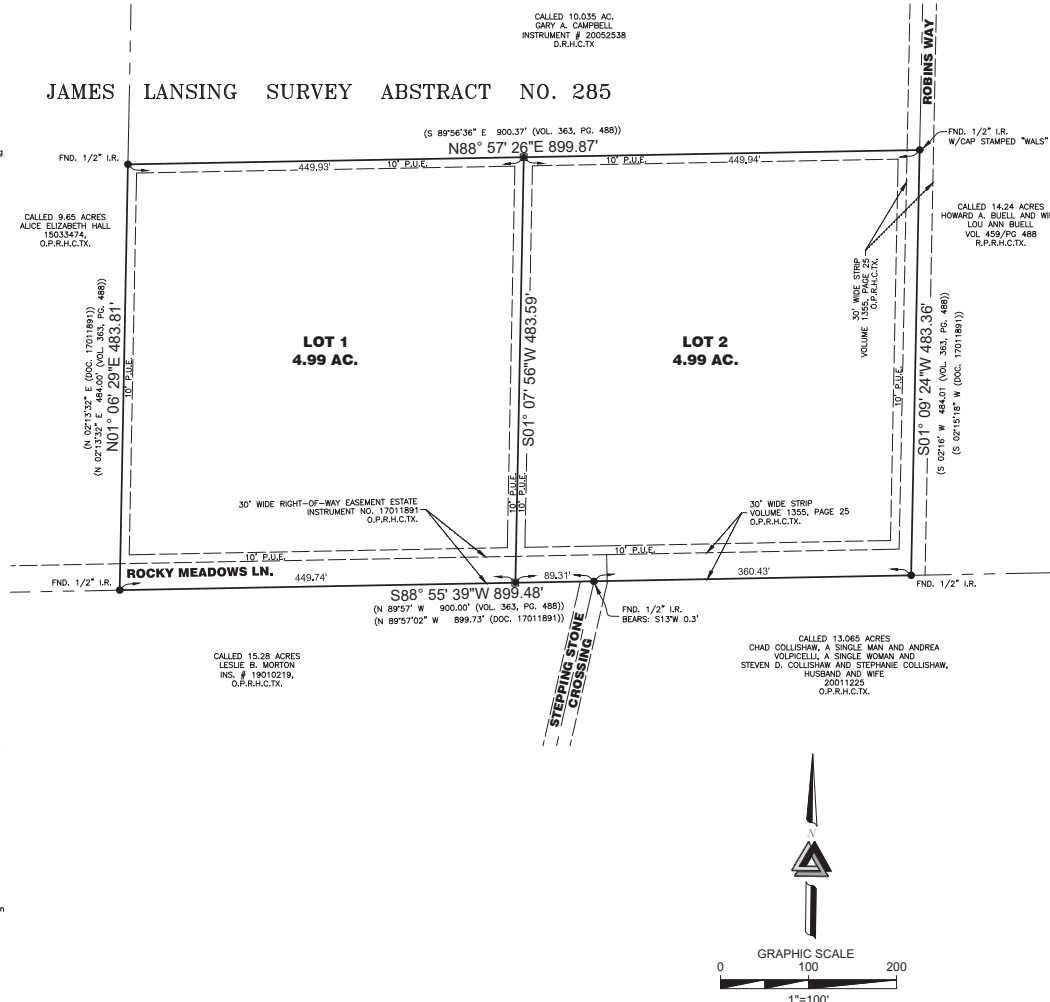
RELEASED FOR REVIEW 07/14/21  
Preliminary: this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Al Carroll  
Registered Professional Engineer, No. 119251  
State of Texas

Date

## DOGROCK ESTATES SUBDIVISION

BEING 9.98 ACRES OUT OF THE  
JAMES LANSING SURVEY ABS. 285  
HAYS COUNTY, TEXAS



VICINITY MAP  
ZIP CODE: 78676

### PLAT NOTES

- No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.
- This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
- No portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C0235F, dated September 2, 2005.
- This subdivision contains 2 lots for a total of 9.98 acres.  
Lots less than 2.00 acres: 0  
Lots 2.00 to 5.00 acres: 2  
Lots 5.00 to 10.00 acres: 0
- This subdivision lies within the following jurisdictions:  
Emergency Services District #4 & #7  
Wimberley Independent School District  
Hays Trinity Groundwater Conservation District #5
- Water supply for this subdivision will be provided by a private well and/or a rain water collection system.
- Wastewater treatment for this subdivision will be provided by individual on-site sewage facilities.
- Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
- Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
- Telephone service for this subdivision is provided by Frontier.
- Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
- All culverts, when required shall comply with the current Hays County standard.
- In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Easement has been issued by the appropriate County Road and Bridge Department.
- No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
- Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
- Post-Construction Stormwater control measures shall have a maintenance plan. The maintenance plan must be filed in the red property records of Hays County. The owner operator of any new development or redevelopment site shall develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Operation and maintenance performed shall be documented and retained and made available for review upon request.
- All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
- No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
- No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County.
- A ten (10) foot easement will be centered on all existing electric facilities.
- Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
- Mailboxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
- All bearings and distances shown hereon are based upon the Texas Coordinate System, South Central Zone (4204), North American Datum 1983, Grid.

ENGINEER:

JULY 14, 2021

SURVEYOR:



**TRI-TECH**  
ENGINEERING SURVEYING PLANNING  
155 RIVERWALK DRIVE  
SAN MARCOS, TEXAS 78666  
PH: 512-440-9222

www.tritechtx.com

TPPLS REGIS. #10193729

TPPE REGIS. #1-18693

SHEET 1 of 1

PLAN 575X

SM-21-1107000  
SMS-MC346-21

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the execution of a Development Agreement between Hays County and Driftwood Golf Club Development, Inc., related to the development of real property located in Precinct 4 of Hays County.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

September 21, 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

The attached proposed Development Agreement accommodates development activities that have already occurred, pursuant to the Developer's interactions with the City of Dripping Springs, and provides a road map for development as it moves forward.

# **DEVELOPMENT AGREEMENT FOR DRIFTWOOD CONDOMINIUMS**

between

Hays County, Texas, a political subdivision of the State of Texas

and

Driftwood Golf Club Development, Inc., a Delaware corporation

**Counsel for Declarant:**  
**Wayne Hollingsworth**  
**Armbrust & Brown, PLLC**  
**100 Congress Ave., Suite 1300**  
**Austin, Texas 78701-2744**  
[whollingsworth@abaustin.com](mailto:whollingsworth@abaustin.com)  
**512-435-2300**

{W1085159.6}

DRIFTWOOD CONDOMINIUMS  
DEVELOPMENT AGREEMENT

**DEVELOPMENT AGREEMENT  
FOR  
DRIFTWOOD CONDOMINIUMS**

This Development Agreement for Driftwood Condominiums (this “**Agreement**”) is entered into as of the 17th day of September, 2021 (the “**Effective Date**”) by and between Hays County, Texas, a political subdivision of the State of Texas (the “**County**”), and Driftwood Golf Club Development, Inc., a Delaware corporation (“**Declarant**”). The County and Declarant are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

A. Declarant has submitted the land, described on Exhibit “A” (the “**Property**”) to a condominium declaration in accordance with Chapter 82 of the Texas Property Code, under that certain Declaration of Condominium Regime for Driftwood Condominiums, recorded as Document No. 19046718, Official Public Records of Hays County, Texas, as amended from time to time, including without limitation by Document No. 200114801, Document No. 20043455 and Document No. 21037906 (collectively, the “**Declaration**”). Any term or provision in this Agreement to the contrary notwithstanding, in the event this Agreement conflicts with the Declaration, the Declaration will control and supersede in all instances.

B. Declarant and the Property are currently subject to and have been operating according to that certain Amended and Restated Development Agreement with the City of Dripping Springs, dated December \_\_, 2015, and as recorded on March 4, 2015 as Instrument 2015-15005991 of the Official Public Records of Hays County , Texas, as such agreement has been or is in the future amended, modified, restated or supplemented (the “**City Development Agreement**”).

C. Declarant and the County wish to enter into this Agreement to provide an alternative to the County’s typical regulatory process for development in order to promote state and local development and to stimulate business and housing activity in the County; provided however, in the event of any conflicts between this Agreement and the terms of the City Development Agreement as to the Property or the subject matter of this Agreement, then the currently existing City Development Agreement as of the Effective Date will control.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the County and Declarant hereby agree as follows:

1. **Maximum Number of Condominium Units.** The Declaration created condominium units and common elements (the “**Project**”) and entitlements and construction on such Project has commenced will continue to be established in multiple phases, as more particularly described and shown on the condominium plan attached hereto as Exhibit “B”. The maximum number of condominium units to be established by the Declaration is One Hundred Fifty (150). In the event Declarant elects to add condominium units by an amendment to the

Declaration (each, an “**Unit Number Amendment**”) (not to exceed the maximum number stated above), Declarant shall provide written notice of said Unit Number Amendment to the County at least fifteen (15) business days prior to filing the Unit Number Amendment in the County’s Official Public Record. After filing said Unit Number Amendment, this Agreement shall be amended or supplemented in accordance with Section 6 below showing the additional condominium units.

**2. Development Standards.** Streets, driveways, sidewalks, drainage, erosion controls, water and wastewater lines and facilities, and all other infrastructure within the Property to be constructed by Declarant will be constructed substantially in accordance with Applicable Law, and the Hays County Development Regulations; provided however, that where Hays County Development Regulations are in conflict with the City Development Agreement for the Project, as approved by the City of Dripping Springs to the Effective Date, the City Development Agreement shall control and supersede. If the City and Declarant amend the City Development Agreement subsequent to the Effective Date of this Agreement directly with respect to the Property and the subject matter of this Agreement, then Declarant shall provide a conforming copy of such amendment to the County so that the County can confirm such amended portions of the City Development Agreement affecting the Property and the subject matter of this Agreement do not conflict with the terms or requirements of this Agreement, provided such confirmation is not a condition to or requirement for the Declarant’s right to modify or amend the City Development Agreement. With limitations included generally by the foregoing sentence, the Declarant hereby agrees as follows:

- i. Drainage Improvements. Drainage improvements shall substantially comply with Hays County’s Specifications for Roadway Design, Paving, and Drainage Improvements. A portion of the Property is located within a designated 100 year flood plain as delineated on the Flood Insurance Rate Map Panel No. 48209C 0120F, with an effective date of September 2, 2005, as prepared by the Federal Emergency Management Agency.
- ii. Private Roads. The Property will include private roads and/or drives providing access to and from the condominium units and public right-of-way. The private roads and/or drives will be maintained by condominium unit owners or a condominium owners association formed for the Property (the “**Association**”). In no event will any private roads and/or drives be dedicated to or maintained by the County, nor will the Association make such requests in the future.
- iii. Water and Wastewater Service. Water service to the Property will be provided under the terms and conditions of the City Development Agreement and as approved by the City of Dripping Springs.
- iv. Grandfathered Plans and Improvements. The County acknowledges and agrees that Declarant has previously prepared and submitted plans and plats

and obtained all necessary governmental approvals and permits for, and has commenced construction of certain horizontal improvements, including without limitation utilities and roadways, on the first two (2) phases of the Project as depicted on Exhibit "B", attached hereto and incorporated herein; and, the County agrees that all such prior plans, plats and improvements, in their current form and status, are approved and permitted for the purposes of development and platting review by or for the County. However, the Parties recognize that the County may require permitting or review on the property outside the context of development and platting (e.g. food services, fire code, 911 addressing, flood plain hazard area, etc.).

- v. The Property is within the extraterritorial jurisdiction of the City of Dripping Springs, Texas (the "**City**"), and the City may now or hereinafter be the Reviewing Authority (as defined in the Hays County Development Regulations) for those certain applications, requirements and approvals pertaining to development of the Property or addressed under the City Development Agreement the County. The County hereby acknowledges and agrees that for any improvements or other matters for which the City is the proper Reviewing Authority under the City Development Agreement or state law: (a) the County will accept the City's approval of and permits for any such improvements or matters; and (b) the County will not require Declarant to submit any additional applications to or require consents or permits or approvals from the County.

**3. Maintenance of Improvements.** The Property includes or is anticipated to include drainage and detention facilities, which serve all of the Property and are or will be inspected, maintained and administered by the Association. All other improvements within the Property shall be maintained by the condominium unit owners and/or the Association, unless or until such maintenance obligations are otherwise accepted by a governmental or quasi-governmental agency.

**4. Permits and Approvals.** The County agrees it will not unreasonably withhold, delay or condition 911 addressing, driveway permits, or any other permit or approval necessary for construction or occupancy of improvements within the Property, including any condominium units or common elements, so long as Declarant is in compliance with this Agreement and the applicant complies with all other regulatory items applicable for obtaining the necessary permit or approval. In furtherance of the foregoing provision, the County grants Declarant an exemption from any requirement to prepare, obtain County approval for, and file in the Official Public Records of Hays County, Texas, subdivision plats for the Property showing the configuration of the condominium units. In lieu of platting fees, and in consideration of the County's administrative involvement in the Project, Declarant agrees to pay \$370 for each Unit created in the Declaration, as may be amended pursuant to the terms of this Agreement. Within ten (10) business days of the Effective Date of this Agreement, the County shall invoice Declarant for the number of units in the Declaration, as filed.

5. **Term.** This Agreement shall be binding upon the Parties, their successors and assigns commencing on the Effective Date and continuing until expiration or termination of the Development Period, unless earlier terminated in accordance with this Agreement.

6. **Supplement or Amendment and Approval Process.** This Agreement may only be modified, amended or terminated by a written agreement executed by the County and Declarant.

- i. **Role of County's Staff.** Any items requiring the County's consent hereunder shall be submitted for approval to the Director of Development Services for Hays County, Texas (the "**Director**"). Signed authorization from the Director shall be binding on the County.
- ii. **Supplement or Amendment.** In the event Declarant elects to create additional condominium units by reconfiguring one or more existing condominium units, Declarant shall provide the updated supplement/amendment (per the above-stated terms), which will include the revised or modified portion of the site plan for the condominium project to be attached to the Declaration (the "Site Plan"), to the Director for approval, which approval will not be unreasonably withheld, conditioned, or delayed so long as Declarant and the Site Plan submitted are in compliance with this Agreement and Applicable Law.
- iii. **Timing of Approval.** The Director will review any supplement/amendment to the Site Plan within ten (10) days of Declarant's submittal. Within the ten (10) day review period, the Director will either approve the supplemental/amended Site Plan in writing, or, if not approved, provide written comments to Declarant specifying in detail the changes required to obtain the Director's approval. In the event the Director does not approve the supplemental/amended Site Plan, the Director will have seven (7) days after receipt of the revised supplemental/amended Site Plan addressing the Director's requested changes to either approve the revised supplemental/amended Site Plan in writing, or, if not approved, specify in writing with particularity, the requested changes Declarant did not adequately address. The seven (7) day review period will apply to any re-submittal of a supplemental/amended Site Plan revised to incorporate the Director's requested changes. The Director's failure to approve or disapprove submissions within the stated timeframes as provided herein shall be deemed to constitute the Director's approval of such submissions.

7. **Assignment.** This Agreement, and the rights and obligations of Declarant hereunder, may be assigned in writing by Declarant in whole or in part. A copy of the assignment document must be delivered to the County, and except for assignments to controlled affiliates of Declarant or the Association the assignment document shall include signature blocks for assignee and Hays County, as well as assignee's authorized signature and acceptance of all terms



contained in this Agreement. Upon any such assignment, Declarant will be released of any further obligations under this Agreement as to any obligations assigned to and assumed by the assignee. Upon Declarant's request for the County's acknowledgement of or consent to any assignment of Declarant's rights under this Agreement, and provided that Declarant is in compliance with this Agreement in all material respects, the County shall not unreasonably withhold, delay or condition such acknowledgement or consent.

8. **Default.** If either Party defaults in its obligations under this Agreement, the non-defaulting Party must, prior to exercising a remedy available to the non-defaulting Party under this Agreement, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

9. **Remedies.** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement and Applicable Law. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

10. **Certificate of Compliance.** Within fourteen (14) days of written request given by Declarant to the County requesting a statement of compliance with this Agreement, the County will, if Declarant is in compliance with the terms of this Agreement, execute and deliver to Declarant a statement certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (ii) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (iii) any other information that may be reasonably requested by Declarant. The County acknowledges and agrees that the Director shall have the authority to issue a certificate of compliance on behalf of the County in accordance with this Section 10.

11. **Notice.** All notices, demands or other communications of any type given by a Party to the other Party pursuant to this Agreement shall be in writing and delivered to the person to whom the notice is directed, either in person, by overnight delivery service, facsimile or email with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in an envelope with proper postage affixed, and notices delivered by other means shall be effective when received by the Party to whom the same is addressed, and such notices shall be addressed as follows:

To the County:

Director of Development Services - Hays County, Texas  
Attn: Marcus Pacheco  
2171 Yarrington Road  
Kyle, Texas 78640  
Email: cstrickland@co.hays.tx.us

*With copy to:*

Office of General Counsel – Hays County, Texas  
Attn: Mark Kennedy  
111 E. San Antonio St. Ste. 202  
San Marcos, Texas 78666  
Email: mark.kennedy@co.hays.tx.us

To Declarant:

Driftwood Golf Club Development, Inc.  
Attn: Tommy Lawton  
P.O. Box 171  
Driftwood, Texas 78619  
Email: tlawton@driftwoodgolfclub.com

*With copy to:*

Wayne Hollingsworth  
Armbrust & Brown, PLLC  
100 Congress Ave., Suite 1300  
Austin, Texas 78701  
Email: Whollingsworth@abaustin.com

Each Party shall be entitled to change its address for notices from time to time by delivering to the other Party notice thereof in the manner herein provided for the delivery of notices.

**12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Hays County, Texas.

**13. Time of the Essence.** It is expressly agreed by the Parties that time is of the essence with respect to this Agreement and any aspect thereof.

**14. Attorneys' Fees.** In the event either Party commences litigation against the other to enforce its rights hereunder, the substantially prevailing Party in such litigation shall be awarded its reasonable attorneys' fees and expenses incidental to such litigation, including the cost of in-house counsel and any appeals.

**15. Execution.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties be contained in any one counterpart hereof. Additionally, the Parties hereby covenant and agree that, for purposes of facilitating the execution and recordation of this instrument, the signature and acknowledgement pages taken from separate individually executed counterparts of this instrument may be combined and/or collated to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same instrument.

**DECLARANT:**

**DRIFTWOOD GOLF CLUB DEVELOPMENT, INC.**  
a Delaware corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE COUNTY:**

**HAYS COUNTY, TEXAS,**  
a political subdivision of the State of Texas

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Elaine Cardenas, MBA, PhD  
Hays County Clerk

**EXHIBIT A**

**PROPERTY**

*[ATTACHED]*

**EXHIBIT B**  
**CONDOMINIUM PLAN**

*[ATTACHED]*

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve Joint Election Agreements for entities contracting with Hays County Elections for the November 2, 2021 General Election.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jennifer Anderson

#### SPONSOR

JONES

#### CO-SPONSOR

SHELL

#### SUMMARY

Pursuant to Texas Election Code Chapter 271, the Commissioners Court must approve Joint Election Agreements for Jurisdictions entering into an Election Contract with the Hays County Elections Administrator. The following Local Political Subdivisions will run jointly on the November 2, 2021 General Election Ballot.

City of San Marcos  
City of Austin  
City of Buda  
City of Kyle  
City of Woodcreek  
Wimberley ISD  
Comal ISD  
ESD # 4

## **JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LPS OF SAN MARCOS**

This Joint Election Agreement ("Agreement") is entered into on August \_\_, 2021, between the **LPS Name**, (the "LPS") **LPS Address** and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

**Section 1. *Scope of Agreement.*** The LPS enters into this Agreement for the conduct of the elections to be held from August 2021 through July 2022.

**Section 2. *Appointment of Election Officer.*** The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

**Section 3. *Early Voting Polling Locations.*** To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

**Section 4. *Voting by Mail Ballot.*** The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

**Section 5. *Election Day Polling Locations.*** Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

**Section 6. *Election Day.*** On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

**Section 7. Use of Common Ballot.** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

**Section 8. Reporting of Returns.** The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at [www.co.hays.tx.us/elections](http://www.co.hays.tx.us/elections) as soon as reasonably possible.

**Section 9. Cost Sharing.** The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		



\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

**Section 10. *Amendments.*** This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

**Section 11. *Effective Date.*** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

**Section 12. *Force Majeure.*** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war ( whether declared or not ), armed conflict or the serious threat of the same ( including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

**Section 13.** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 14.** Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator  
Government Center  
712 South Stagecoach Trail Suite 1012  
San Marcos, Texas 78666

LPS  
LPS Clerk's Office  
Street Address  
City, Texas Zip

**Section 15.** Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

**Section 16.** This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this \_\_\_\_ day of August, 2021

Hays County Elections Administrator

LPS

\_\_\_\_\_  
Jennifer Anderson  
Elections Administrator

\_\_\_\_\_  
Signed  
LPS Manager

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

## 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 add and continue Judges Professional Liability Insurance Policies with the Texas Lawyers Insurance Exchange (TLIE) for the County Court at Law Judges effective 8/1/2021 for Judge O'Brien and 10/1/21 for Judges Johnson and Updegrove.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	September 21, 2021	\$4,750

#### LINE ITEM NUMBER

001-645-00.5340

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

#### SUMMARY

The attached TLIE Policy quotes will add additional liability coverage related to administrative functions where judicial immunity might not be available for Judge O'Brien effective 8/1/2021 and will continue such coverage for Judges Johnson and Updegrove. All TLIE Judges' policies provide coverage of \$1,000,000 per claim and \$1,000,000 aggregate, with a \$1,000 deductible.

Attachment: TLIE Judge's Professional Liability Insurance Policy Quotes.

**Board of Directors**

Suzan E. Fenner, Chair, *Dallas*  
 Larry W. Hicks, Vice Chair, *El Paso*  
 Billy C. Allen, III, *Houston*  
 Mary-Ann A. Bellatti, *Houston*  
 Patricia D. Chamblin *Beaumont*  
 Ben Davidson, *Lubbock*



Thomas L. Hanna, *Nederland*  
 Richard C. Hile, *Austin*  
 Henry A. Kelly, *Albuquerque*  
 John H. Lovell, *Amarillo*  
 Carrie J. Phaneuf, *Dallas*  
 Harry G. Potter, III, *Houston*  
 Julie C. Stern, *Canton*

August 6, 2021

Honorable Daniel O'Brien  
 County Court at Law No. 3  
 71 S. Stagecoach Trail  
 San Marcos, TX 78666

RE: TLIE Judges' Policy

Dear Judge:

We appreciate the opportunity to provide you with the following quote **#99509** for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
To Be Determined	1,000,000/1,000,000	1,000	\$1750.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **8/1/2021**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. You may also pay your premium by credit card at [www.tlie.org](http://www.tlie.org). We cannot issue your policy until payment has been received. If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Sincerely,

Jason Syesta  
 Vice President of Member Services

Attachment

**QUOTE EXPIRES:**  
**9/19/21**

**INVOICE**

## Specimen Endorsement 1 Optional Extended Reporting Period

Article 6.6 "Optional Extended Reporting Period Policy" is deleted and replaced as follows:

### 6.6 Optional Extended Reporting Period Endorsement.

If any Lawyer who is an Insured under Article 1.7(a) or (b) dies, becomes disabled and unable to practice law, or fully retires from the practice of law during the Policy Period, the Lawyer or the legal representative of the Lawyer or his estate has the option, upon payment of an additional premium, to purchase an endorsement to this policy to extend the period for reporting Claims first made against the Lawyer after the Expiration Date of the last policy issued by the Association under which the Lawyer is an Insured, provided that:

- (a) The Lawyer has qualified as an Insured under an Association policy for at least five (5) years immediately and continuously prior to the Expiration Date of this policy,
- (b) This policy has not been cancelled by the Association prior to the Expiration Date of this policy for nonpayment of premium, and the Lawyer has not had his license to practice law suspended or revoked, and
- (c) The Lawyer or the legal representative of the Lawyer or his estate notifies the Association as soon as practicable, but no later than 90 days, after the Expiration Date of this policy that the Lawyer died, became disabled and unable to practice law, or fully retired from the practice of law during the Policy Period.

If the Lawyer qualifies as above, the Lawyer or the legal representative of the Lawyer or his estate may select from the following Limits of Liability for the Extended Reporting Period Endorsement:

- Option 1: \$100,000 Each Claim / \$300,000 Aggregate (No Deductible)
- Option 2: \$200,000 Each Claim / \$600,000 Aggregate (No Deductible)
- Option 3: \$500,000 Each Claim / \$500,000 Aggregate (No Deductible)
- Option 4: \$500,000 Each Claim / \$1,000,000 Aggregate (No Deductible)
- Option 5: \$1,000,000 Each Claim / \$1,000,000 Aggregate (No Deductible)

Provided, however, the Limits of Liability selected for the Extended Reporting Period Endorsement may not exceed the Limits of Liability in the Declarations of this policy. Listed below are the options for the term of an Extended Reporting Period Endorsement and the premium for each option to be calculated as a percentage of the Lawyer's allocated share of the expiring annual premium shown in the Declarations of this policy:

Period of Extended Reporting Coverage	Percentage of Lawyer's Expiring Premium
1 year	100%
2 years	150%
3 years	175%
4 years	200%
5 years	225%

The premium is due in full no later than ten (10) days after the Association notifies the Lawyer or the legal representative of the Lawyer or his estate of the amount due. The Extended Reporting Period Endorsements are not cancelable or renewable. The additional premium for the Extended Reporting Period Endorsement is fully earned at the inception of the Extended Reporting Period Endorsement.

August 6, 2021

Honorable Daniel O'Brien  
County Court at Law No. 3  
71 S. Stagecoach Trail  
San Marcos, TX 78666

RE: TLIE Judges' Policy

Dear Judge:

We appreciate the opportunity to provide you with the following quote #99509 for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
To Be Determined	1,000,000/1,000,000	1,000	\$1750.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **8/1/2021**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. You may also pay your premium by credit card at [www.tlie.org](http://www.tlie.org). We cannot issue your policy until payment has been received. If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

**QUOTE EXPIRES:**  
**9/19/21**

**COPY FOR YOUR RECORDS**

**Board of Directors**

Suzan E. Fenner, Chair, *Dallas*  
 Larry W. Hicks, Vice Chair, *El Paso*  
 Billy C. Allen, III, *Houston*  
 Mary-Ann A. Bellatti, *Houston*  
 Patricia D. Chamblin *Beaumont*  
 Ben Davidson, *Lubbock*



Thomas L. Hanna, *Nederland*  
 Richard C. Hile, *Austin*  
 Henry A. Kelly, *Albuquerque*  
 John H. Lovell, *Amarillo*  
 Carrie J. Phaneuf, *Dallas*  
 Harry G. Potter, III, *Houston*  
 Julie C. Stern, *Canton*

August 6, 2021

Honorable Christopher Patrick Johnson  
 County Court at Law #2  
 712 S. Stagecoach Trail  
 Suite 2292  
 San Marcos, TX 78666

RE: TLIE Judges' Policy

Dear Judge:

We appreciate the opportunity to provide you with the following quote #99516 for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
To Be Determined	1,000,000/1,000,000	1,000	\$1500.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **1/1/2021**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. You may also pay your premium by credit card at [www.tlie.org](http://www.tlie.org). We cannot issue your policy until payment has been received. If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Sincerely,

Jason Syesta  
 Vice President of Member Services

Attachment

**INVOICE**

August 6, 2021

Honorable Christopher Patrick Johnson  
County Court at Law #2  
712 S. Stagecoach Trail  
Suite 2292  
San Marcos, TX 78666

RE: TLIE Judges' Policy

Dear Judge:

We appreciate the opportunity to provide you with the following quote #99516 for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
To Be Determined	1,000,000/1,000,000	1,000	\$1500.00

Issuance of a policy is contingent upon TLIE's receipt and acceptance of a signed and dated letter notifying TLIE of the cancellation date for Policy No.91367 issued to Honorable Christopher Patrick Johnson. Upon receipt of the cancellation letter TLIE will cancel the original policy issued to Honorable Christopher Patrick Johnson. We will issue a new policy, if the appropriate premium for the limits and deductible the firm chooses has been received.

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **1/1/2021**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. You may also pay your premium by credit card at [www.tlie.org](http://www.tlie.org). We cannot issue your policy until payment has been received. If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

**COPY FOR YOUR RECORDS**



**Board of Directors**

Suzan E. Fenner, Chair, *Dallas*  
 Larry W. Hicks, Vice Chair, *El Paso*  
 Billy C. Allen, III, *Houston*  
 Mary-Ann A. Bellatti, *Houston*  
 Patricia D. Chamblin *Beaumont*  
 Ben Davidson, *Lubbock*



Thomas L. Hanna, *Nederland*  
 Richard C. Hile, *Austin*  
 Henry A. Kelly, *Albuquerque*  
 John H. Lovell, *Amarillo*  
 Carrie J. Phaneuf, *Dallas*  
 Harry G. Potter, III, *Houston*  
 Julie C. Stern, *Canton*

August 11, 2021

Honorable Robert Earl Updegrove  
 County Court at Law #1  
 712 S. Stagecoach  
 San Marcos, TX 78666

RE: TLIE Judges' Policy

Dear Judge:

We appreciate the opportunity to provide you with the following quote **#99543** for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
To Be Determined	1,000,000/1,000,000	1,000	\$1500.00

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **1/1/2021**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. You may also pay your premium by credit card at [www.tlie.org](http://www.tlie.org). We cannot issue your policy until payment has been received. If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Sincerely,

Jason Syesta  
 Vice President of Member Services

Attachment

**INVOICE**

August 11, 2021

Honorable Robert Earl Updegrove  
County Court at Law #1  
712 S. Stagecoach  
San Marcos, TX 78666

RE: TLIE Judges' Policy

Dear Judge:

We appreciate the opportunity to provide you with the following quote #99543 for your Judges' Professional Liability Insurance Policy with TLIE.

<u>Policy Period</u>	<u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u>	<u>Deductible</u>	<u>Premium</u>
To Be Determined	1,000,000/1,000,000	1,000	\$1500.00

Issuance of a policy is contingent upon TLIE's receipt and acceptance of a signed and dated letter notifying TLIE of the cancellation date for Policy No.91372 issued to Hon. Robert Earl Updegrove. Upon receipt of the cancellation letter TLIE will cancel the original policy issued to Robert Earl Updegrove. We will issue a new policy, if the appropriate premium for the limits and deductible the firm chooses has been received. Any unearned premium from the original policy will be credited to the new policy.

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **1/1/2021**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. You may also pay your premium by credit card at [www.tlie.org](http://www.tlie.org). We cannot issue your policy until payment has been received. If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

**COPY FOR YOUR RECORDS**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the selection of HDR Architecture, Inc. to deliver schematic designs for the upgrades needed to the entire existing electronic security systems including cameras, card readers, and intercoms for the Hays County Government Center, and authorize staff and counsel to negotiate a contract.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

INGALSBE

N/A

#### SUMMARY

The existing security system for the Government Center, which includes the camera system, card reader system, and intercom system is failing and is no longer able to be repaired. The technology currently in use is about 10 years old - original to the building - and is no longer able to be repaired or updated. The entire systems need to be upgraded and replaced.

It is being requested the HDR Architecture, Inc. be approved to provide Hays County with the schematic designs for the complete upgrade and replacement of the current system.

## 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 award the contract for IFB 2021-B10 Fischer Store Road @ RM 3235 to Cox Commercial Construction.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

September 21, 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

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

Purchasing received five bids pursuant to IFB 2021-B10 Fischer Store Road @ RM 2325. It is the staff's recommendation to award the contract to Cox Commercial Construction.

Aaron Concrete Contractors \$1,240,097.80  
Cox Commercial Construction, LLC \$1,221,147.40  
Diamond X Contracting, Inc. \$1,602,757.38  
DIGG Commercial, LLC. \$1,388,284.00  
Lone Star Sitework, LLC. \$1,343,771.94

Attached: IFB 2021-B10 Bid Tab  
IFB 2021-B10 Cox Commercial Construction Contract

**STANDARD FORM OF CONTRACT**  
**Hays County, Texas**

**STATE OF TEXAS**

**HAYS COUNTY**

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

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

**Article 1. Work**

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

Project No. **IFB 2021-B10 – Fischer Store Road at RM 2325**  
(Project Name)

**Article 2. Engineer of Record**

The Project has been designed by **Pape Dawson, Engineers, Inc.** who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

**Article 3. Contract Time**

The Work shall be Substantially Completed in **150 Calendar Days** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

**Article 4. Contract Price**

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

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

TOTAL OF ALL UNIT PRICES: **\$1,221,147.40**

**One Million Two Hundred Twenty-One Thousand One Hundred Forty-Seven Dollars and Forty Cents**

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

#### **Article 5. Contractor's Representations**

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

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which has been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.
- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing to

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

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

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

## **Article 6. Contract Documents**

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

- 6.1 This Standard Form of Contract
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates

- 6.7 Standard Specifications
- 6.8 Special Provisions
- 6.9 Special Conditions
- 6.10 Technical Specifications
- 6.11 Plan Drawings
- 6.12 Addendum numbers \_\_\_\_1\_\_\_\_ to \_\_\_\_1\_\_\_\_, inclusive
- 6.13 Contractor's Bid Form
- 6.14 Documentation submitted by Contractor prior to Notice of Award
- 6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

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

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

#### **Article 7. Miscellaneous**

- 7.1 Terms used in this contract which are defined in the Standard Specifications will have the meanings included in the Standard Specifications.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.



- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention if the stricken position.
- 7.5 Each Party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connections with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however its choice of law rules.
- 7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.
- 7.9 Each party to the Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force

or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

This Contract will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the "Effective Date" of the Contract)

COUNTY \_\_\_\_\_

CONTRACTOR COX COMMERCIAL CONSTRUCTION

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

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

Printed Name: Rueben Becerra,

Printed Name: DARREN OKRATZIK

Title: Hays County Judge

Title: SR. VP

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Dr. Elaine H. Cardenas, County Clerk

Attest: \_\_\_\_\_

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to adopt the Hays County FY 2022 Holiday Calendar.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Commissioner Ingalsbe

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

Consideration and approval of the FY 2022 County Holiday Calendar for Courts and Departments planning purposes.



## HAYS COUNTY HOLIDAYS FOR 2022

NEW YEARS .....	JAN	03	MON
MARTIN LUTHER KING'S BIRTHDAY.....	JAN	17	MON
PRESIDENT'S DAY.....	FEB	21	MON
GOOD FRIDAY.....	APR	15	FRI
MEMORIAL DAY.....	MAY	30	MON
JUNETEENTH.....	JUN	20	MON
INDEPENDENCE DAY.....	JUL	04	MON
LABOR DAY.....	SEP	05	MON
COLUMBUS DAY/ INDIGENOUS PEOPLES' DAY.....	OCT	10	MON
VETERAN'S DAY.....	NOV	11	FRI
THANKSGIVING.....	NOV	23	WED
	NOV	24	THU
	NOV	25	FRI
CHRISTMAS.....	DEC	22	THU
	DEC	23	FRI
	DEC	26	MON

PASSED AND ADOPTED THIS THE 21<sup>st</sup> DAY OF September 2021

### HAYS COUNTY COMMISSIONERS' COURT

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner Pct. 1

\_\_\_\_\_  
Commissioner Pct. 2

\_\_\_\_\_  
Commissioner Pct. 3

\_\_\_\_\_  
Commissioner Pct. 4

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve an instructional policy for the County Treasurer to implement future pay increases.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Britney Richey, Hays County Treasurer

#### SPONSOR

BECERRA

#### CO-SPONSOR

N/A

#### SUMMARY

Approve an instructional policy to give the County Treasurer direction to implement future pay increases.

## 2A 119 Approved Pay Increases

The Hays County Commissioner's Court may approve different types of pay increases for Hays County employees. These types of increases may include, but are not limited to, Collective Bargaining Agreement negotiations, Cost-of-Living allocations (COLA), market adjustments, merit increases and progression plan movements. The following implementation guidelines apply to processing these types of pay increases unless otherwise specified by the Hays County Commissioner's Court at the time the pay increase is approved.

Collective Bargaining Agreement Negotiations – employees that are represented under a Collective Bargaining Agreement are subject to the current negotiated rates. Each enacted agreement includes the positions covered under the agreement and the guidelines for implementing the negotiated rates. Employees should reference current Hays County Collective Bargaining Agreement documents for more information.

Cost-of-Living Allocations (COLA) –The purpose of a COLA is to raise employee wages to accommodate rising costs of living. A COLA increase is an approved increase effective on a specified date. COLA increases will be allocated based on the employee pay rate the day prior to the COLA effective date. The COLA increase will be applied first and any other changes effective the same date of the COLA will take place after the COLA increase has been applied. COLA increases do not apply to Elected Officials, temporary employees, interns, employees covered under a Collective Bargaining Agreement or employees that have been employed by Hays County for less than 6 months. Employees that reach the maximum pay for their grade will receive a COLA in one lump sum payment for any amount above the maximum.

Market Adjustments – The purpose of a market adjustment is to adjust wages to coincide with a current market study. The Hays County Commissioner's Court will determine the method used for market evaluation. A market adjustment may include grade changes and/or wage adjustments that affect positions based on the specific market study. The market study change will be effective on a date specified by Commissioner's Court. A market study may or may not change the entire Hays County grade chart. When the Hays County grade chart changes, all current employees that are paid below the new minimum of their established grade, will receive a pay increase to the new minimum of their grade. Subsequently, all new hires and posted positions will reflect the new rates for the established grade of the position. Employees that are currently paid a wage that is within the new range for their position will have no change in pay.

Merit Increases – The purpose of a merit increase is to allocate increases to eligible employees based on the satisfactory performance of their duties. Merit fund allocations are effective on a date specified by Commissioner's Court. Merit funds are allocated to departmental budgets based on the positions filled and rates paid at the end of the month payroll, two paydays prior to the effective date established by Commissioner's Court. Merit funds are allocated to departmental budgeted in a separate allocation for positions within a pay progression plan. Departmental merit allocations do not apply to elected officials, vacant positions, temporary positions, interns, or positions covered under a Collective Bargaining Agreement. Employees will not be eligible to receive a merit increase until they have been employed for 6 months or more. Employees that reach the maximum pay for their grade will receive merit pay in one lump sum payment for any amount above the maximum. Employees that have not received a satisfactory employee evaluation and/or are on a personal improvement plan (PIP) will not qualify to

receive merit increases until they have successfully improved and received a satisfactory employee evaluation. With the exceptions listed in this section, Department Heads and Elected Officials have full discretion to allocate or to not allocate authorized merit funds to qualified employees within their budgeted allocation. Department Heads and Elected Officials do not have to expend all funds by a certain date, but all merit allocations will be annualized. Departments may not reallocate funds to other employees if an employee terminates after receiving one or more payments that include a merit allocation. Merit increases will be applied to the employee based on the employee pay rate the day prior to the merit effective date. A merit increase will be applied lastly, after any other changes that may be effective the same date of the merit increase.

**Progression Plan Movements-** The purpose of a progression plan is to raise employee wages and/or position classifications based on specific position market values, employee experience, and qualified advancements within a certain profession. The Hays County Commissioner's Court will approve specific progression plans that apply to appropriate positions. Progression plan advancement increases will be based on the plan anniversary date and will be applied to the employee based on the employee pay rate the day prior to the progression effective date. Department Heads and Elected Officials may authorize progressions for employees that qualify under the plan and are not on a personal improvement plan (PIP). Employees on a PIP may receive a progression plan advancement only once they have successfully improved and receive a satisfactory employee evaluation. A progression will be applied secondary, after other changes that may be effective the same date. Employees are not eligible for a progression increase if they already are making more than the current authorized placement within the plan.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the naming of a private driveway in Precinct 4, Whispering Oaks Lane.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marcus Pacheco

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

The owners of property located off Pursley Rd in Precinct 4, would like to name their private driveway, Whispering Oaks Lane. Each property owner has signed the request and the proposed name was verified with the Hays County GIS department.



## **REQUEST FOR CONVERTING EXISTING EASEMENT TO PRIVATE ROAD**

**Date:** 04/21/2021

**Owner 1:** Jared and Rachel Kinchen

**Mailing Address:** [REDACTED] Dripping Springs, TX 78620

**Owner 2:** Jonathan and Sarah Clow

**Mailing Address:** [REDACTED] Dripping Springs, TX 78620

**Adjacent Owner:** Vince and Ramie Gonzales (no access deeded from this easement but property is adjacent to this easement).

**Dear Commissioner,**

It is the request of Jared and Rachel Kinchen and Jonathan and Sarah Clow, the parties with right of use to the easement described below, to have this 80' wide easement be deemed a private drive where both parties may have addresses at the newly formed road. It is our request that the private road be named **Whispering Oaks Lane**. This name has been checked with Kathrine Weiss at the county and was confirmed available.

Both parties will have dedicated addresses at this newly formed road, however, for ease of mail and delivery services, boxes and parcel delivery stations can be located at a location designated by the Post Office.

The easement below has been recorded with the county and there is an easement agreement in place that does not restrict this from happening.

### **Easement Description:**

DESCRIPTION OF AN 80-FOOT WIDE ACCESS EASEMENT SITUATED IN THE CICEROS R. PERRY SURVEY, ABSTRACT NO. 366, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 39.26 ACRE TRACT OF LAND CONVEYED TO JARED WADE KINCHEN AND RACHEL KINCHEN IN INSTRUMENT NO. 20034197, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TX; SAID 80-FOOT WIDE ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point on the east line of said 39.26 acre tract, said point being at the approximate centerline of Pursley Road (no record information found), from which a railroad spike found for the most southerly northeast corner of said 39.26 acre tract bears N 17°25'47" E, a distance of 94.76 feet;

THENCE S 17°25'47" W, with the east line of said 39.26 acre tract and the approximate center of Pursley Road, a distance of 80.14 feet, to a calculated point, from which a railroad spike found for the most northerly southeast corner of said 39.26 acre tract bears S 17°25'47" W, a distance of 472.08 feet;

THENCE, through the interior of said 39.26 acre tract, the following nine (9) courses and distances: N 75°56'47" W, a distance of 203.64 feet, to a calculated point,  
S 76°34'09" W, a distance of 109.64 feet, to a calculated point,  
S 86°47'55" W, a distance of 193.91 feet, to a calculated point,  
N 86°45'28" W, a distance of 87.07 feet, to a calculated point,  
N 03°14'32" E, a distance of 80.00 feet, to a calculated point,  
S 86°45'28" E, a distance of 82.57 feet, to a calculated point,  
N 86°47'55" E, a distance of 182.25 feet, to a calculated point,  
N 76°34'09" E, a distance of 122.05 feet, to a calculated point, and  
S 75°56'47" E, a distance of 227.92 feet, to the POINT OF BEGINNING, and containing 1.11 acres of land, more or less.

Thank you for your prompt attention.

We can be reached at the following:

Jared Kinchen

Jonathan Clow

Vince Gonzalez

Jared Kinchen

Jonathan Clow

Vince Gonzalez

Date

8/31/21

Date

8/31/21

Date

8/31/21

# Proposed Whispering Oaks Lane



PROCHNOW RD

Whispering Oaks Lane

PURSLEY RD

MUSSEY RD

268

0 75 150 300 450 600 Feet

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve the naming of a private driveway in Precinct 3, Dark Sky Path.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Marcus Pacheco

#### SPONSOR

SHELL

#### CO-SPONSOR

N/A

#### SUMMARY

The owners of property located off Vista Verde Path in Precinct 3, would like to name their private driveway, Dark Sky Path. Each property owner has signed the request and the proposed name was verified with the Hays County GIS department.

August 20, 2021

Lon Shell  
Commissioner Precinct 3  
P.O. Box 2085  
Wimberley, Texas 78676

Mr. Lon Shell:

We, the undersigned each own property fronting a road that has, for several years, been known as Vista Verde Path; however recently, the Hays County Addressing Department has informed us that the name Vista Verde Path has already been officially committed to another driveway in the area and that the shared access drive that provides ingress and egress for our respective properties will need to be assigned new name.

The new name that we have all agreed to is "DARK SKY PATH" and we have checked with Kathrine Weiss in the Hays County Addressing Department and this name is available.

There are no existing addresses along this roadway, however we all understand that Hays County regulations require us to acknowledge that any existing addresses along the driveway will change and by this letter we all do acknowledge that fact.

A couple of us are planning to add improvements in the near future and will need to have an address assigned to our parcel.

Please assist us in moving forward with establishing this new road name.

Sincerely,

\_\_\_\_\_  
Bill Darling

\_\_\_\_\_  
Gerardo Cantu Garcia

\_\_\_\_\_  
Stephen Marley

*Ryan Linhart* 8-19-21  
\_\_\_\_\_  
Ryan Linhart

August 20, 2021

Lon Shell  
Commissioner Precinct 3  
P.O. Box 2085  
Wimberley, Texas 78676

Mr. Lon Shell:

We, the undersigned each own property fronting a road that has, for several years, been known as Vista Verde Path; however recently, the Hays County Addressing Department has informed us that the name Vista Verde Path has already been officially committed to another driveway in the area and that the shared access drive that provides ingress and egress for our respective properties will need to be assigned new name.

The new name that we have all agreed to is "DARK SKY PATH" and we have checked with Kathrine Weiss in the Hays County Addressing Department and this name is available.

There are no existing addresses along this roadway, however we all understand that Hays County regulations require us to acknowledge that any existing addresses along the driveway will change and by this letter we all do acknowledge that fact.

A couple of us are planning to add improvements in the near future and will need to have an address assigned to our parcel.

Please assist us in moving forward with establishing this new road name.

Sincerely,

  
\_\_\_\_\_  
Bill Darling

\_\_\_\_\_  
Gerardo Cantu Garcia

\_\_\_\_\_  
Stephen Marley

\_\_\_\_\_  
Ryan Linhart



August 20, 2021

Lon Shell  
Commissioner Precinct 3  
P.O. Box 2085  
Wimberley, Texas 78676

Mr. Lon Shell:

We, the undersigned each own property fronting a road that has, for several years, been known as Vista Verde Path; however recently, the Hays County Addressing Department has informed us that the name Vista Verde Path has already been officially committed to another driveway in the area and that the shared access drive that provides ingress and egress for our respective properties will need to be assigned new name.

The new name that we have all agreed to is "DARK SKY PATH" and we have checked with Kathrine Weiss in the Hays County Addressing Department and this name is available.


There are no existing addresses along this roadway, however we all understand that Hays County regulations require us to acknowledge that any existing addresses along the driveway will change and by this letter we all do acknowledge that fact.

A couple of us are planning to add improvements in the near future and will need to have an address assigned to our parcel.

Please assist us in moving forward with establishing this new road name.

Sincerely,

\_\_\_\_\_  
Bill Darling

  
\_\_\_\_\_  
Gerardo Cantu Garcia

\_\_\_\_\_  
Stephen Marley

\_\_\_\_\_  
Ryan Linhart

August 20, 2021

Lon Shell  
Commissioner Precinct 3  
P.O. Box 2085  
Wimberley, Texas 78676

Mr. Lon Shell:

We, the undersigned each own property fronting a road that has, for several years, been known as Vista Verde Path; however recently, the Hays County Addressing Department has informed us that the name Vista Verde Path has already been officially committed to another driveway in the area and that the shared access drive that provides ingress and egress for our respective properties will need to be assigned new name.

The new name that we have all agreed to is "DARK SKY PATH" and we have checked with Kathrine Weiss in the Hays County Addressing Department and this name is available.

There are no existing addresses along this roadway, however we all understand that Hays County regulations require us to acknowledge that any existing addresses along the driveway will change and by this letter we all do acknowledge that fact.

A couple of us are planning to add improvements in the near future and will need to have an address assigned to our parcel.

Please assist us in moving forward with establishing this new road name.

Sincerely,

---

Bill Darling



---

Stephen Marley  
Manager, Verde Canyon Properties, LLC

---

Gerardo Cantu Garcia

---

Ryan Linhart



# Proposed Dark Sky Path



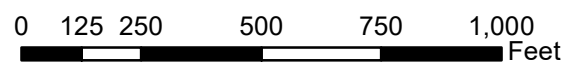
VISTA VERDE PATH

RR 3237

ARROWLAKE RD

Dark Sky Path

DARLING DR



## 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 abate, rescind, or otherwise modify enforcement of the Hays County Fire Code, originally effective January 1, 2020.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 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 Court.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize Development Services Department to administratively grant authorizations for commercial on-site sewage facility permits.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

PACHECO

#### SPONSOR

SMITH

#### CO-SPONSOR

N/A

#### SUMMARY

The Development Services Department currently has an established procedure pertaining to the issuance of authorizations for on-site sewage facility permits serving commercial development. This procedure has a requirement in which prior to issuance of the permit, the Commissioners Court shall approve the authorization of the on-site sewage facility request.

The Department is requesting to modify this requirement and procedure which would result in allowing the Development Services Department the authority to grant authorizations for commercial on-site sewage facility permits.

## 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 Professional Services Agreement between Hays County and Halff Associates, Inc. to perform professional services related to Flood Mitigation Assistance.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

\$547,000

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

SHELL

N/A

#### SUMMARY

The Court selected Halff Associates earlier this month. The attached contract establishes the scope and proposed fee for the work on the Willow Creek drainage project.

**PROFESSIONAL SERVICES AGREEMENT**  
**HAYS COUNTY, TEXAS**

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Halff Associates, Inc** hereinafter “Contractor”), whose primary place of business is located at 9500 Amberglen Blvd., Building F, Suite 125, Austin, Texas 78729, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

**1. OVERVIEW**

Provide engineering services to further the advancement of prior schematic mitigation analysis of the Willow Springs Flood Mitigation Project.

**2. SERVICES**

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of Tammy Crumley and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

**3. ADDITIONAL TERMS**

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

**4. DURATION**

The parties agree that the Work shall be completed by April 10, 2023. (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

**5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Five hundred forty-seven thousand dollars (\$547,000 USD) for the Work under this Agreement.

## **6. PAYMENT**

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

## **7. NOTICE OF COMPLETION**

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

## **8. NOTICE (GENERAL)**

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

## **9. INSURANCE**

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days

after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

#### **10. MUTUAL INDEMNITY**

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

#### **11. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

#### **12. SURVIVAL**

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

#### **13. FORCE MAJEURE**

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

#### **14. SEVERABILITY**

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

#### **15. MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

## **16. SECTION HEADINGS, EXHIBITS**

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

## **17. WAIVER BY PARTY**

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

## **18. GOVERNING LAW AND VENUE**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

## **19. ASSIGNMENT**

Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

## **20. BINDING EFFECT**

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

## **21. ENTIRE AGREEMENT; AMENDMENT**

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

## **22. WORK PRODUCT**

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

## **23. TERMINATION BY COUNTY**

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.



**24. BIDDING EXEMPTION**

This Professional Services Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Texas Local Government Code, as this is a contract for Professional Services.

*Signatures by the parties to this Professional Services Agreement follow on the next page.*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

\_\_\_\_\_  
Hays County, Texas

By: Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
Halff Associates, Inc.

By: Cindy Engelhardt, PE, CFM  
Project Manager

## **EXHIBIT A**

### **Scope of Work**

**Hays County**  
**Scope and Fee Proposal**  
**for the Willow Springs Flood Mitigation Project Update**  
**including Schematic Level Design**  
**August 20, 2021**

**Introduction:**

Halff Associates, Inc., if approved, shall provide engineering services to further the advancement of prior schematic mitigation analysis of the Willow Springs Flood Mitigation Project to include detailed surveys of flood mitigation locations, additional environmental and cultural resources analyses, updated Atlas 14 modeling of existing and proposed conditions, outreach to stakeholders, 30% schematic level designs, and updated benefit cost analysis. Halff proposes updating the previous modeling analysis utilizing HEC-RAS 1D/2D modeling with this update. Halff will also assist Hays County and the County's Grant Administrator by providing project engineering information to support future grant applications for the Willow Springs Flood Mitigation Project. The following scope of work is provided to accomplish this task.

**Objectives:**

1. Re-evaluate previous hydrology and hydraulic analyses with Atlas 14
2. Confirm areas at risk of flooding based on updated analyses and identify any new flooding impacts
3. Evaluate conceptual mitigation solutions to reduce flooding impacts
4. Perform outreach to local stakeholders, including HEB, City of San Marcos and local neighborhood groups regarding updated analyses and conceptual mitigation solutions
5. Prepare 30% design plans for recommended flood mitigation solution
6. Assess grant eligibility and project constraints

**Scope of Work:**

**TASK 1: PROJECT MANAGEMENT**

- General project management activities including task leadership and direction, project meetings, project status reporting and invoicing, telephone and written communication as needed, project schedule development and update as needed, personnel and data management.
- Five meetings with Hays County staff to advance the project. Anticipated meetings would include a kick-off meeting, a meeting to discuss results of analysis and redefined flood risk, a meeting to discuss flood mitigation solutions, a meeting to discuss the 30% schematic level designs, and a meeting with the Grant Administrator to discuss grant coordination
- Three meetings with HEB and Hays County staff to present and discuss potential mitigation solutions, refined analysis, and schematic engineering design.
- Four meetings with San Marcos and Hays County staff to present and discuss redefined flood risk, potential mitigation solutions, refined analysis, and schematic engineering design.
- One public meeting with Hays County and property owners along Willow Springs between Foxtail Run and McCarthy Lane to discuss project analyses, findings, and solutions.
- Two meetings for attendance/presentation at Commissioner Court or other public meetings to discuss project findings.

## **TASK 2: DATA COLLECTION**

- Perform field reconnaissance of the Willow Springs channel from Hunter Road to McCarty Lane documenting existing conditions, channel constrictions, and roughness n-values.
- Perform field reconnaissance of the Willow Springs channel and surrounding land areas from Hunter Road to Purgatory Creek with focus between Hunter Road and Wonder World Drive.
- Observe site conditions downstream of Wonder World Drive including new development associated with the Hays County Emergency Services Building.
- Obtain the 2017 Central Texas TNRIS LiDAR and process a digital elevation model for this analysis.
- Obtain previous studies and models prepared by Halff for Hays County and any relevant data from the City of San Marcos.
- Obtain site development plans or available information from HEB for the HEB Distribution Center at 2301 Hunter Road.
- Obtain site development plans or available information for adjacent development projects, as they would pertain to the project analyses and/or design.
- Obtain as-built plans for Wonder World Drive, Hunter Road, Foxtail Run, and Rolling Oaks that would pertain to the project, including as-built plans for roadway crossings and other storm drainage improvements that outfall to Willow Springs.
- Obtain as-built plans and any mapping for utilities adjacent to or crossing the project

## **TASK 3: SURVEY**

- **Access to Private Property** - Halff will prepare a spreadsheet of current ownership, based upon Hays County Appraisal District records, and will send notices of our intent to access existing easements on behalf of Hays County (approved by Hays County) prior to accessing private properties. In the event access is refused, Hays County will be notified.
- **Field and Property Surveys** - Halff will perform field surveys (topo & improvements) along the natural creek section of Willow Springs, from Foxtail Run (downstream) to Rolling Oaks (upstream), and along the existing channel between Hunter Road (2439) and Wonder World Drive. The survey will also include roadway crossings, proposed detention pond areas and proposed retaining wall structure near the HEB warehouse and certain spot elevations near the Hays County Government Center where applicable to the flood mitigation analysis. Specific services will include:
  - Establish a minimum of two benchmarks.
  - Obtain break lines and spot elevations sufficient for 1-foot contour intervals.
  - Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
  - Locate above ground visible improvements.
  - Locate visible utility locations, including ties to above-ground features, such as power poles, valves, and other features (i.e. edges of pavement, curbs and gutter, sidewalks, building corners etc.) either found by our surveyors or located for us by utility companies and/or other agencies.
  - Provide spot elevations at center point of manhole covers and access vaults. No invert data will be collected.
  - Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
  - Process field collected data for field survey.
  - Perform quality control for survey requirements.

- Prepare base map illustrating data collected above.
- Include property ownership and boundary information.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 1-foot contour information.
- Provide a CAD files for use in Schematic Design.
- Research appraisal district and deed records for the purposes of creating an abstract map of properties within the survey area, including near the government center, and rectify to any found property corners. This does not include boundary surveying services, or preparation of deliverables intended to represent the results of on-the-ground boundary surveys. Boundary surveys for the purposes of creating legal descriptions or exhibits for any needed easements are not included.

#### **TASK 4: ENVIRONMENTAL ASSESSMENT**

##### *Waters of the United States Delineation and Jurisdictional Assessment*

Willow Springs Creek and any adjacent wetlands or other aquatic resources within the proposed detention areas may be regulated as waters of the United States (WOTUS) by the United States Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (Section 404). To evaluate regulatory requirements and potential USACE jurisdiction, Halff will perform an on-the-ground delineation of aquatic resources (streams, creeks, wetlands, ponds, etc.) within the project limits in accordance with the USACE “Wetland Delineation Manual, Technical report Y-87-1” and the “Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0).” Halff will also utilize our previous “Preliminary Jurisdictional Determination Report and Permitting Assessment for Willow Springs Creek, San Marcos, Texas”, dated September 2017 as a baseline for the assessment in this scope of work. Under this task, Halff will:

- Employ GPS surveying techniques per USACE Fort Worth District operating procedures to delineate the limits of potential WOTUS, including wetlands.
- Complete wetland data forms and take on-site photography for representative site features.
- Perform a field investigation to record certain stream metrics for Willow Springs Creek based on the most recent guidance from the USACE to support the appropriate stream classification.
- Prepare draft and final reports describing the methodology and results of the investigation, so that the report may satisfy the jurisdictional determination requirement for future permits, if necessary. Geographic Information System (GIS) shapefiles of the field data collected will be provided with the final report.

##### *USACE Pre-application Meeting, Permitting Assessment Memorandum, and Approved Jurisdictional Determination Request*

To facilitate USACE review of the field delineation and jurisdictional assessment and to present proposed project alternatives, Halff proposes to conduct a virtual pre-application meeting with the USACE Fort Worth District. This will include preparation/presentation of preliminary aquatic feature impact calculations based on conceptual design of the proposed channel improvements and detention, a brief discussion of potential alternatives, and discussion of other items relevant to a Section 404 permit submittal (cultural resources and threatened and endangered species evaluation). Additionally, if the field assessments indicate that Willow Springs Creek may fall into one of the categories of non-jurisdictional aquatic resources (e.g. ephemeral stream), Halff will prepare and Approved Jurisdictional Determination (AJD) request to include in the pre-application submittal package. If it appears that

Willow Springs Creek and any other aquatic resources identified would likely be considered WOTUS, Halff will prepare a permitting assessment memorandum identifying a recommended permitting mechanism and additional scopes of work/information that would be required to facilitate USACE authorization under a Section 404 permit.

#### Threatened and Endangered Species Assessment

Because development of the proposed site may involve placement of fill material in WOTUS (thereby requiring authorization by the USACE under Section 404), Halff recommends the following scope of service to determine requirements for compliance with Section 7(a)(1) of the Endangered Species Act (Section 7). Section 7 compliance is a general condition associated with the various USACE permitting mechanisms and other federal actions/undertakings. This scope of work will also provide recommendations for compliance with the Migratory Bird Treaty Act (MBTA), and the Bald and Golden Eagle Protection Act (BGEPA), both of which require compliance documentation as general conditions of the USACE Section 404 permitting program.

To demonstrate compliance with the Endangered Species Act (ESA), Halff proposes to conduct a threatened and endangered species and habitat (T&E) assessment by performing a literature review of federal-listed threatened and endangered species for Hays County, Texas and evaluating the study area for suitable habitat for identified species. The investigation will also include a search request from the Texas Natural Diversity Database (TXNDD). TXNDD is a record of occurrences for rare plant and animal resources that is based upon the best available information to Texas Parks and Wildlife Department (TPWD). Halff will obtain official species information from United States Fish and Wildlife Service (US Fish & Wildlife) Information for Planning and Consultation (IPaC). The TXNDD and IPaC data are to support determinations of potential species occurrence for the site and provide specific information where available. Since an absence in the TXNDD data does not equate to absence of a species on the site, general observations during field visits will also be utilized. Halff will prepare a habitat assessment report for species potentially occurring within the study area which will include:

- Whether preferred habitat or designated critical habitat for any listed species is present within the project area;
- Whether any listed species are likely to be present;
- Whether development within the subject property affects or has the potential to affect federally listed species.

#### Cultural Resources

Because the project is being developed by Hays County, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires the Texas Historical Commission (THC) to review actions that have the potential to impact archeological historic properties within the public domain. In addition, the project may require funding from the Federal Emergency Management Agency (FEMA) and/or authorization by the USACE pursuant to Section 404, both of which are federal actions requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). To enable Hays County to meet Antiquities Code of Texas and Section 106 requirements, Halff will conduct an intensive cultural resources survey within the proposed project corridor. The work will include the following tasks:

##### *Antiquities Permit Application*

Background research will be performed to determine whether any archeological historic properties listed on or eligible for the National Register of Historic Places (NRHP) or designation as a State

Antiquities Landmark (SAL) are documented within or adjacent to the project area and if any previous archeological surveys have been performed in the area. Background research will also include a review of local soil, geologic and land use data to evaluate the potential for buried and undisturbed archeological historic properties in the project area. An Antiquities Permit application will be prepared and submitted to the Texas Historical Commission (THC) for review along with a Research Design that summarizes the results of the background research and methodology developed for the field survey.

#### *Field Surveys*

Upon receipt of the Antiquities Permit number assigned to the project by the THC, an intensive archeological survey will be conducted within the proposed project footprint and led by a Halff Principal Investigator, who meets the U.S. Secretary of the Interior (SOI) Professional Qualification Standards for Archaeology and Historic Preservation and professional qualification requirements for Principal Investigator. A field survey consisting of pedestrian reconnaissance, shovel testing and backhoe trenching will be performed in accordance with to the THC-approved Archeological Survey Standards for Texas. The survey will be conducted in portions of the project area that have not been previously surveyed. An assessment of effects to above ground historic resources will be performed by an SOI qualified Architectural Historian should any non-archeological historic properties be identified within or adjacent to the project area.

#### *Draft and Final Reporting*

Halff will prepare and submit a draft report that summarizes the findings of the cultural resources survey. The report will conform to the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation and provide recommendations regarding additional archeological work with appropriate justifications. Following a period of County review and comment, the draft report will be submitted to THC and USACE for review. After addressing any agency comments, Halff will submit a final report to the County, THC and USACE.

#### *Materials and Records Curation*

Pursuant to 13 TAC 26.17, and after acceptance of the final report by the THC, all field records, photographs, and collected artifacts will be prepared for permanent curation at the Center for Archaeological Studies located at Texas State University in San Marcos, Texas.

### **TASK 5: HYDROLOGIC AND HYDRAULIC ANALYSIS**

The City of San Marcos partnered with the US Army Corps of Engineers (USACE) to update the FEMA Physical Map Revision hydrologic analysis using Atlas 14 rainfall data. The hydrologic analysis for this project shall be based on the July 2020 USACE Hydrology Update for the Upper San Marcos Watershed.

Since the development of the prior 2017 Hays County Willow Springs Flood Mitigation project, the USACE has released an open-source version of HEC-RAS capable of 2-Dimensional analysis. As HEC-RAS is a more favored hydraulic modeling software, this scope of work includes the development of a HEC-RAS model in place of the prior InfoWorks ICM 1D/2D model.

- Obtain and review the July 2020 USACE Upper San Marcos Watershed hydrologic model that incorporates Atlas 14 rainfall.
- Subdivide basins, as appropriate, to compute inflows for the updated hydraulic model to be developed under Task 6. For subdivided basins, compute hydrologic parameters consistent with the USACE methodology.



- Conduct an iterative refinement of the diversion rating curve that allows water to spill from Willow Springs to Purgatory Creek. The refinement shall be based on the Task 6 1D/2D model results.
- Using the updated hydrologic model, compute Existing Condition inflow hydrographs for the 1D/2D analysis. A full range of frequencies shall be analyzed for this analysis including the 10%, 2%, 1%, and 0.2% annual chance events.
- Perform a thorough hydrologic quality control review.
- Using modeling assumptions and results from the prior 2017 1D/2D InfoWorks ICM analysis, develop a HEC-RAS 1D/2D model for the updated Willow Springs mitigation project from McCarty Lane to Purgatory Creek. (See project area map below.)
- A portion of the model from McCarty Lane to Hunter Road will include 1D analysis based on the latest 1D FEMA Physical Map Revision models. With the incorporation of Atlas 14 rainfall data, hydraulic cross-sections shall be extended, as necessary to fully contain the increased flows.
- Downstream of Hunter Road a 2D mesh based on LiDAR and field survey will be added between the 1D segments for Willow Springs Creek, Purgatory Creek, and the Purgatory Diversion.
- Evaluate and update all 1D cross-sections with the terrain developed for this project based on 2017 Central Texas LiDAR refined with field survey.
- Roughness coefficients and building footprints (inactive areas) will be initially based on the 2017 1D/2D InfoWorks ICM model and refined based observations from field reconnaissance and recent aerial imagery.
- Using the updated hydraulic model, compute Existing Condition water surface elevations for the 10%, 2%, 1%, and 0.2% annual chance events.
- Perform a thorough hydraulic quality control review.

#### **TASK 6: FLOOD MITIGATION SOLUTIONS**

Based on updated hydrologic and hydraulic analysis and coordination with Hays County, the City of San Marcos and HEB, update the Willow Springs Mitigation project for the development of 30% design plans.

- Confirm areas at risk of flooding based on updated hydrologic and hydraulic analyses, identify any new flooding impacts, and quantify the increase from the prior analysis which utilized FEMA Physical Map Revision inflows that did not account for Atlas 14 rainfall.
- Simulate the previously recommended mitigation project to evaluate risk reduction results using the updated hydrologic and hydraulic analyses that incorporates Atlas 14 rainfall data. Tabulate pre- and post-project water surface elevations at key locations.
- Review previously simulated alternatives from the 2017 Hays County Willow Springs Flood Mitigation project along with data collected under Task 2 to identify potential modifications to the previously recommended project.
  - Attend Task 1 meetings with the County, San Marcos, and HEB to discuss results of analysis and redefined flood risk and discuss viable flood mitigation alternatives.
- Perform conceptual evaluation of one (1) refinement of the channel improvements between McCarty Lane and Hunter Road.
- Perform conceptual evaluation of two (2) potential mitigation refinements to reduce flooding impacts along Willow Springs Creek between Hunter Road and Purgatory Creek.
  - Attend Task 1 meetings with the County, San Marcos, and HEB to discuss refined analysis.
- Identify a recommended mitigation project to reduce structural flooding along Willow Springs Creek.

- Perform simulation updates in alignment with Task 7 schematic design.
- Using the updated hydraulic model, compute pre- and post-project water surface elevations for the 10%, 2%, 1%, and 0.2% annual chance events for all impacted structures.
  - Attend Task 1 meetings with the County, San Marcos, and HEB to discuss schematic design.
- Develop technical memorandum describing the analysis, model parameters, flood mitigation solutions, and summary of the results/recommendations.

#### **TASK 7: SCHEMATIC LEVEL DESIGN – 30% LEVEL**

- Based on the results of the updated flood risk analysis and the flood mitigation solutions (Task 7), prepare 30% schematic level design drawings for the recommended flood mitigation solutions
- 30% Schematic Level Design drawings will include:
  - Title Sheet with location map and sheet index
  - Overall Layout with General Notes
  - Survey Control and Proposed Easement Layouts
  - Schematic Construction Access/Staging Plans
  - Schematic Willow Springs channel flood mitigation solutions
  - Schematic detention flood mitigation solutions
  - Schematic flood wall solutions
  - Other pertinent designs related to the recommended improvements
  - Special details and other plan sheets that are pertinent to the design and to assist in the development cost estimating
- Prepare schematic level Opinion of Probable Construction Cost (OPCC)
- Submit 30% schematic level design drawings to Hays County and other entities, such as the City of San Marcos and HEB, as necessary, for review.
- Address all comments and finalize 30% Schematic Level Design
- Attend any required meetings per Task 1

#### **TASK 8: GRANT COORDINATION**

- Meet with the County and Grant Administrator to confirm objectives and deliverables
- Conduct FEMA-compliant BCA analysis using BCA Toolkit 6.0 in coordination with the County's Grant Administrator. This effort includes additional data collection for commercial properties for the estimation of building replacement values.
- Provide the following information for Pre-Award Grant Application Support
  - 30% Schematic Level Drawings and quantities
  - 30% Schematic Level Opinion of Probable Construction Cost
  - Project Descriptions
  - Exhibits showing extents of proposed project
  - Exhibits to quantify flood reduction benefits of the project
  - Anticipated project schedule
  - Benefit Cost Analysis

**Exclusions, Conditions and Assumptions:**

- For environmental assessment, scope assumes that right-of-entry (ROE) to the entire project sites will be provided by the client at Notice-to-Proceed (NTP). If Halff is required to coordinate ROE, additional cost estimate will be provided to coordinate ROE.
- For environmental assessment, scope assumes a single mobilization to conduct field investigations. If circumstances outside of Halff's control (e.g. ROE not obtained) require additional mobilizations, client will be billed for these additional services on a time and materials basis.
- For environmental assessment, does not include the following:
  - Threatened or endangered species presence absence surveys.
  - Formal or informal consultation with USFWS.
  - Preparation of NEPA documentation. Should federal funds be obtained for this project, Halff will prepare a supplemental proposal to prepare NEPA documentation and facilitate environmental clearance with the funding agency.
  - Preparation of a Nationwide Permit Pre-construction notification.
  - Preparation of a Section 404 Standard Individual Permit.
  - Preparation of a compensatory mitigation plans, ecological modeling, or functions assessments that may be necessary to determine stream/wetland mitigation requirements.
  - Any public involvement or resource agency coordination beyond what is explicitly outlined in the scope-of-work.
- For surveying services, assumes the following:
  - Sufficient boundary monumentation needed to control the survey is recoverable, and in good conditions
  - Chainsaw may be necessary for site-line clearing and the client authorizes cutting of underbrush and small trees for this purpose
  - The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required
  - No title research will be performed
- For 30% Schematic Level Design, all plans will be submitted digitally (PDF)

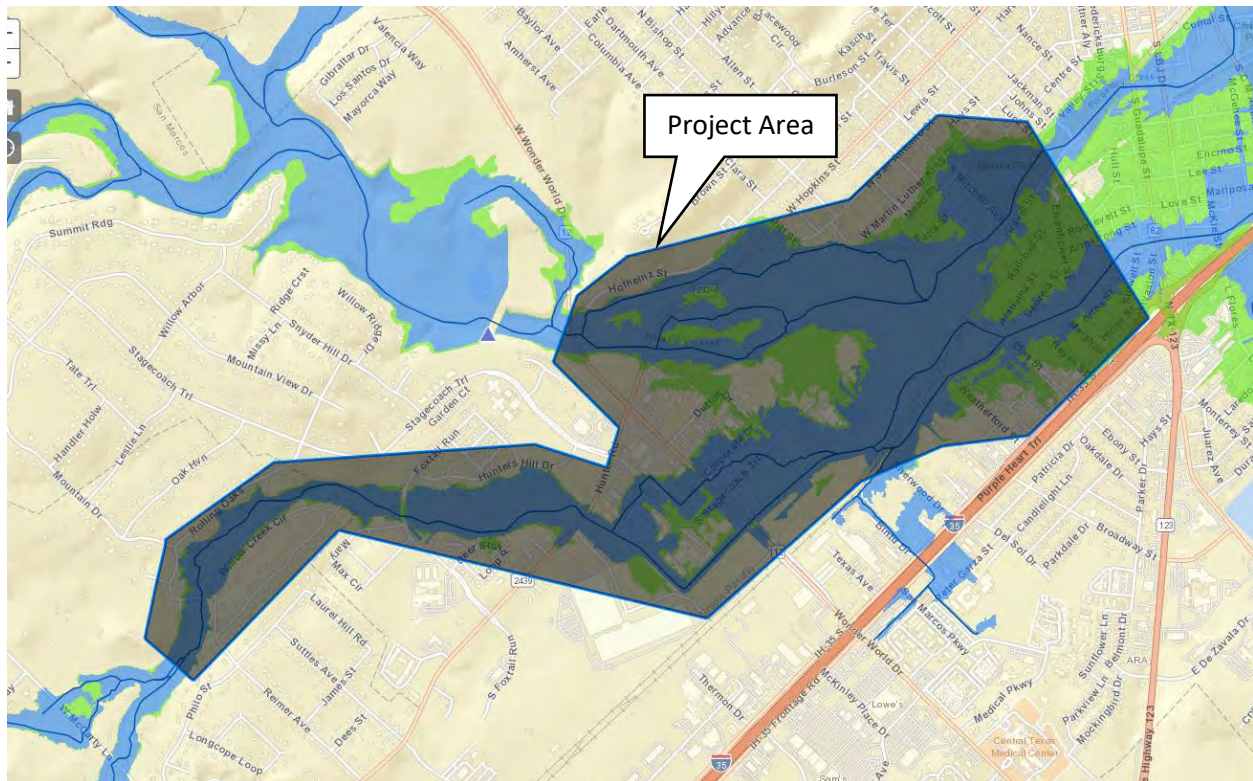
**Proposed Fee:**

<b>Task</b>	<b>Fee</b>
Task 1: Project Management	\$59,000
Task 2: Data Collection	\$7,000
Task 3: Survey	\$66,000
Task 4: Environmental	\$66,000
Task 5: Hydrologic and Hydraulic Analysis	\$80,000
Task 6: Flood Mitigation Solutions	\$49,000
Task 7: Schematic Level Design	\$198,000
Task 8: Grant Coordination	\$22,000
<b>TOTAL</b>	<b>\$547,000</b>

**Proposed Schedule:**

TASK NAME	Duration (working days)	Start	Finish
NOTICE TO PROCEED	1	7-Sep-21	
Task 1: Project Management	260	7-Sep-21	6-Sep-22
Task 2: Data Collection	60	7-Sep-21	30-Nov-21
Task 3: Survey	60	7-Sep-21	30-Nov-21
Task 4: Environmental	200	30-Nov-21	6-Sep-22
Task 5: Hydrologic and Hydraulic Analysis	150	7-Sep-21	5-Apr-22
Task 6: Flood Mitigation Solutions	60	5-Apr-22	28-Jun-22
Task 7: Schematic Level Design	180	28-Jun-22	7-Mar-23
Task 8: Grant Coordination	200	28-Jun-22	4-Apr-23

**Project Area:**



**EXHIBIT B**

**Fee/Rate Schedule**

**FEE SCHEDULE SHALL BE INSERTED AT THE  
TIME OF AGREEMENT/CONTRACT EXECUTION**

**-- EXHIBIT "C" --**

**Additional Terms to the Services provided by Contractor, if any, are as follows:**

**A. Replace Section 4. Duration in its entirety with the following:** The parties agree that the Work shall be performed in a manner consistent with the applicable standard of care and that Consultant shall use reasonable efforts to complete the services consistent with the detailed project schedule included in Exhibit "E" (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

**B. Replace Section 22. Work Product in its entirety with the following:** Upon Consultant's completion of the professional services that are the subject of this Agreement and Consultant's receipt of payment in full for said services, Consultant agrees that the final instruments representing Consultant's professional services, whether in the form of calculations, letters, findings, opinions, or the like, shall be provided to County and County will have, in the form of a non-exclusive license, and that such license shall permit County to perform each and every right necessary for County to perform its duties to the public, including the rights of possession and unlimited use for the purposes of reviewing, bidding, constructing, operating and maintaining the improvements, if any, envisioned by such instruments. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

**EXHIBIT D**

**Certificate of Insurance**

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to allow the Transportation Department to accumulate comp-time over the 80 hour maximum until December 31, 2021.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

TBD

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

Jerry H. Borcharding

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Due to Covid 19 related absences and difficulties in filling open crew positions, the Transportation Department has been utilizing additional comp-time over the 80 hour maximum in order to maintain production on maintenance projects. It is anticipated excess comp-time will be depleted during the holiday season.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement for Drainage Repair and Maintenance between Hays County and the City of Buda in regards to stormwater drainage located under West Robert S. Light as it approaches IH 35.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 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

Attached: Interlocal Agreement

## **INTERLOCAL AGREEMENT FOR DRAINAGE REPAIR AND MAINTENANCE**

This Interlocal Agreement for Drainage Repair and Maintenance (“Agreement”) is hereby entered into by and between the City of Buda, Texas, a political subdivision of the State of Texas, hereinafter referred to as the “City,” and the County of Hays, a political subdivision of the State of Texas, hereinafter referred to as the “County”.

### **ARTICLE I. RECITALS**

**WHEREAS**, County and City desire to provide safe and well-maintained drainage areas for the benefit of the public and future generations; and

**WHEREAS**, the County and the City desire to cooperate in the maintenance and repair of drainage within the County and City; and

**WHEREAS**, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the “Act”) empowers the Parties to contract with each other in the performance of governmental functions; and

**WHEREAS**, drainage maintenance is a governmental function within the meaning of the Act; and

**WHEREAS**, the City and the County are “local governments” within the meaning of the Act; and

**WHEREAS**, the City and the County each itself has the authority under Texas law to perform drainage and street maintenance, as required by the Act; and

**WHEREAS**, specifically section 791.032 permits, with the approval of the governing body of a municipality, a county to enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality, including portions of the municipality’s streets or alleys that are not an integral part of or a connecting link to other roads or highways; and

**WHEREAS**, section 251.012 of the Texas Transportation Code expressly allows a commissioners court of a county to spend county money to finance the construction, improvement, maintenance or repair of a street or alley; and further subsection (3) which includes curbs, gutters, bridges, or drainage facilities and (b) (3) permits that the county work may be done or financed by the county as an independent contractor with the municipality;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both the City and the County agree as follows:

## **ARTICLE II. MAINTENANCE SERVICES**

### **2.1    Term.**

a.       Unless terminated as provided herein, the Initial Term of this Agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter the “Effective Date”). The Initial Term shall be for one (1) year, commensurate with the fiscal year of the City. In the event that the City and County execute this Agreement after the beginning of the City’s fiscal year, the Initial Term shall be from the Effective Date until the end of the City’s fiscal year.

b.       This Agreement shall automatically renew for succeeding one-year Renewal Terms, commensurate with the City’s corresponding fiscal year, unless terminated by either party as provided for in Article IV.

### **2.2    Current Funds.**

Funding from each party for the performance of this Agreement will be provided from current revenues available to the parties. Further, the County assures the City that funds are available (and, unless written notice is otherwise provided by the County, will continue to be available) to pay fifty percent (50%) of the City’s obligation under its Advanced Funding Agreement with the Texas Department of Transportation (“TXDOT”) for maintenance and improvement of drainage associated with Robert S. Light Boulevard (“the RSL AFA”)(CSJ# \_\_\_\_\_).

### **2.3    Maintenance After Completion of the RSL AFA.**

After TXDOT contractors have completed the maintenance and improvement of the drainage facility depicted in the attached Exhibit A, which is attached hereto and incorporated herein for all purposes, the City shall provide regular maintenance to the facility until such time that TXDOT assumes regular maintenance. Unless otherwise agreed in writing and approved by the Hays County Commissioners Court, the County will have no ongoing obligation to contribute toward maintenance of this or any other road or drainage facility within the corporate limits of the City.

**ARTICLE III.  
PAYMENT**

3.1 Payment.

Once the local contribution under the RSL AFA is established by TXDOT, the City shall provide the County with an invoice for fifty percent (50%) of the total local contribution, the other fifty percent (50%) of which the City shall pay under the RSL AFA. The County shall pay said invoice no later than thirty (30) days after receipt with appropriate documentation as may be required by the County. Once the County has paid the City, the City shall add the County's payment to its own portion of the local contribution and shall pay TXDOT in full for the local participation in compliance with the terms of the RSL AFA.

**ARTICLE IV.  
TERMINATION**

4.1 Termination.

This Agreement may be terminated by either party, for any reason whatsoever, by providing sixty (60) days' written notice to the non-terminating party. If, however, the City, in reliance on this Interlocal Agreement, has executed the RSL AFA with TXDOT, then the County agrees to fulfill its obligation herein.

**ARTICLE V.  
MISCELLANEOUS**

5.1. Notice.

Any notice required or permitted to be given by either party under the terms of this Agreement shall be deemed given, whether or not received, three (3) days after it is deposited in the United States mail, postage prepaid, certified mail with return receipt requested, to the address for notice set forth below, or the last address for notice which the sender has for the recipient at the time the notice is sent, with a copy sent on the same day by facsimile, or on the date the notice is delivered if hand delivered, with a written acknowledgment of receipt obtained.

Addresses for notice are as follows, unless expressly changed by the parties in writing:

- a. Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Kenneth Williams  
City Manager  
405 E. Loop St, Bldg 100  
Buda, Texas 78610

- b. Notices sent pursuant to this Agreement may be delivered or sent to the COUNTY at the following address:

Ruben Becerra (or his successors in office)  
Hays County Judge  
111 East San Antonio Street, Suite 300  
San Marcos, Texas 78666

- c. To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successors in office)  
General Counsel – Hays County  
111 East San Antonio Street, Suite 202  
San Marcos, Texas 78666

- d. To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

George E. Hyde  
City Attorney for the City of Buda, Texas  
c/o Russell Rodriguez Hyde Bullock, LLP  
1633 Williams Drive, Building 2, Suite 200  
Georgetown, Texas 78628

## 5.2 Cooperation, Reservation of Rights.

The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with the City's and County's legal right to autonomously maintain and repair roads that have been identified as part of each entity's respective road system, particularly if the condition of said roads, in the Party's opinion, poses a safety or mobility concern.

## 5.3 Entire Agreement; Amendments.

This Agreement contains the entire agreement between the parties respecting the subject matter hereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by

either the County Commissioners Court or the City Council.

#### 5.4 Interpretation.

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

#### 5.5 Severability.

Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

#### 5.6 Applicable Laws.

This Agreement shall be construed in accordance with the laws of the State of Texas.

#### 5.7 Authorization.

Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body. This Agreement shall not become effective until approved by the City Council of the City and Hays County Commissioners Court and signed by both parties.

#### 5.8 Defense Provision.

The Parties agree to be obligated to defend and hold-harmless one another and their respective employees, agents, officers and servants from and against any and all lawsuits, claims, demands and causes of action of any kind arising from any act, error or omission by the respective Party's employees, agents, officers and servants with respect to performance of each respective party's obligations under the term of this agreement. Any party receiving a lawsuit, claim, demand or cause of action subject to this provision of this Agreement shall provide each Party a copy of the lawsuit, claim, demand or cause of action and shall deliver it to the Texas Municipal League Intergovernmental Risk Pool and the Texas Association of Counties Risk Management Pool for defense and for the coordination of cooperative self-insurance benefits seeking the defense for all respective Parties. All defending Parties shall enter into a Joint Defense Agreement to defend any and all claims. In the event of a lawsuit, claim, demand or cause of action, raised it is determined not to be a covered claim by the respective Risk Pool or Risk Management Pool, the Party or Parties' whose employees, agents, officers and servants allegedly committed the act or omission that brought rise to the lawsuit, claim, demand or cause of action, shall reimburse all expenses, including, but not limited to, any deductibles paid to any Risk Pool or Risk Management Pool, and any other expenses paid by any other defending Party for attorney's fees, expert fees, administrative

costs, costs of court and any damages awarded and paid by any defending Party to the agreement. Such payments are due on an annual basis at the end of each Fiscal Year the matter is pending and shall continue to be due on an annual basis until paid in full after the matter disposed of by final judgment or prejudicial dismissal. This provision survives termination of the Agreement if a claim is pending at the time of termination.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement not otherwise existing at law.

5.9 Duplicate original counterparts; other similar agreements distinct.

This Agreement may be executed in duplicate original copies by the parties. Similar agreements by and between the City or County and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City or County and the particular other County but does not create obligations or rights as between contracting entities.

5.10 Alternative Dispute Resolution.

It shall be a prerequisite to either party seeking legal or equitable relief for any disputes arising under or related to this Agreement or the Maintenance Services that mediation be conducted. If they are unable to agree to a mediator and mediation process, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice and Remedies Code, section 154.023. Unless both parties are satisfied with the results of any such mediation, it will not constitute a final and binding resolution of the dispute; provided, however, that any mutually agreed settlement reached in such mediation may be enforced by any court of competent jurisdiction. All communications within the scope of the mediation are and shall be confidential as provided in said section 154.023 unless both parties agree in writing to waive confidentiality.

5.11 Non-waiver.

Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.

5.12 Interpretation and Reliance.

No presumption will apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

5.13 Signatories.

The Parties agree that, should one of the signatories to this Agreement be replaced by a subsequent office holder, the new office holder may join in this Agreement by signing as an additional Party. Such additions of Parties shall not require execution of this Agreement by the original signatories, as long as the substantive portions of the Agreement have not been amended or modified.

5.14 Modifications to Agreement.

The Parties may not modify this Agreement without executing a written amendment to this Agreement, which must be executed by all individuals holding relevant office at the time of such modification.

5.15 Assignment.

Neither Party shall assign or transfer the other Party's interest in this Agreement or any portion thereof without the written consent of the other Party's governing body.

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**HAYS COUNTY**

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

JUDGE RUBEN BECERRA  
HAYS COUNTY JUDGE

ATTEST:

\_\_\_\_\_  
ELAINE CARDENAS, MBA PHD, HAYS COUNTY CLERK

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF BUDA**

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

KENNETH WILLIAMS, CITY MANAGER

ATTEST:

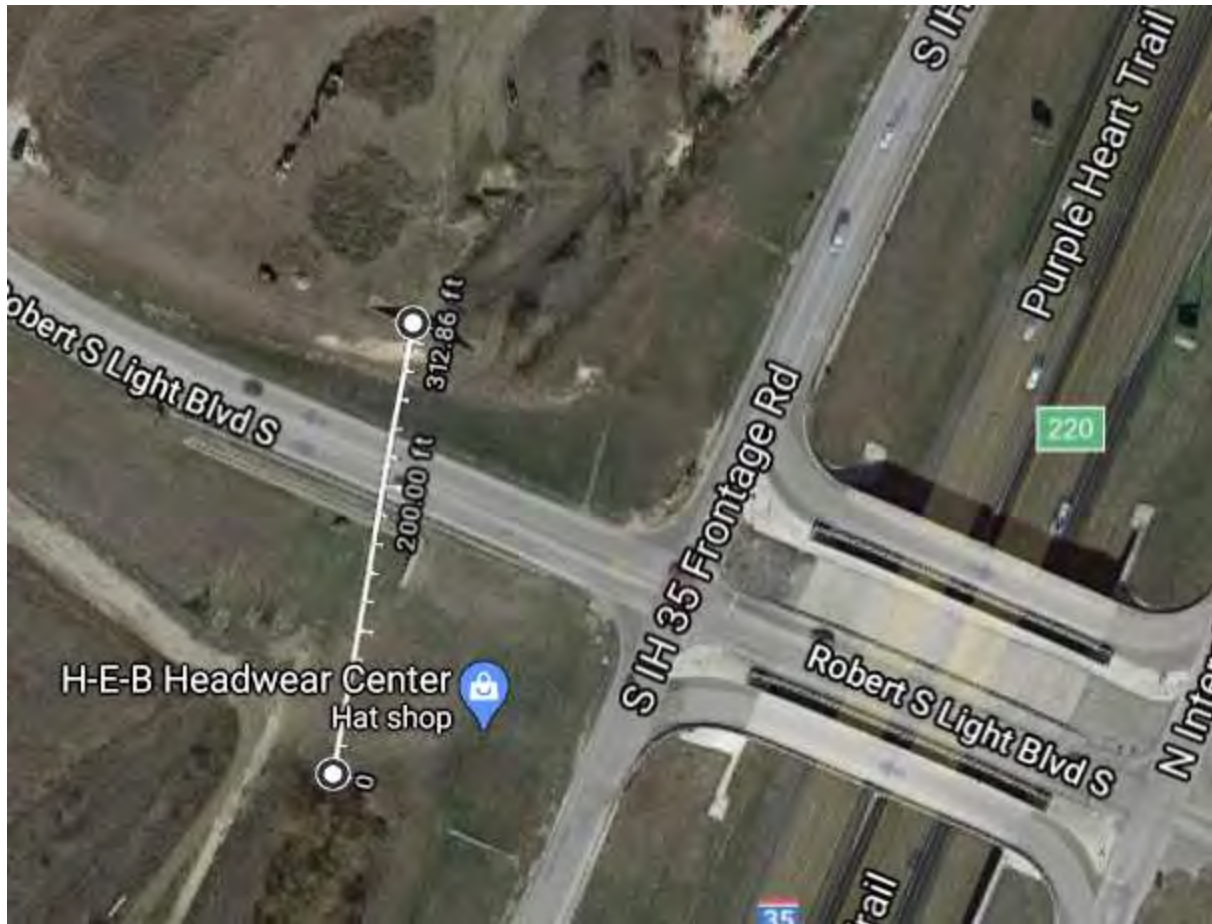
\_\_\_\_\_



ALICIA RAMIREZ, CITY CLERK

## **EXHIBIT A**

1. West Robert S. Light. as it approaches IH 35 – Drainage maintenance/improvement



## 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

11:00 a.m. - Presentation by Allison, Bass, Magee, LLP regarding the initial assessment of Hays County for Purposes of Redistricting Evaluation; and discussion and possible action to adopt Findings of Fact Regarding Political Boundaries of Hays County, Texas and an Order for Redistricting of Political Boundaries.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 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

INGALSBE

SHELL

#### SUMMARY

A representative from Allison, Bass, Magee will be present to deliver the initial assessment and provide direction on next steps.



## IN THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

### FINDINGS OF FACT REGARDING POLITICAL BOUNDARIES OF HAYS COUNTY, TEXAS FOLLOWING PUBLICATION OF 2020 CENSUS DATA AND ORDER FOR REDISTRICTING OF POLITICAL BOUNDARIES

On the \_\_\_\_ day of \_\_\_\_\_, 2021, the Commissioners Court of Hays County met in regular/called session, having posted notice of said hearing in compliance with Chapter 551 of the Texas Government Code.

The Commissioners Court of Hays County has previously retained the firm of Allison, Bass & Magee, LLP, of Austin, Texas, to conduct an Initial Assessment of existing political boundaries of Hays County, following the issuance of census data by the United States Census Bureau. Attached to this Order, and incorporated herein for all purposes by reference, is a copy of the initial assessment conducted by Allison, Bass & Magee, LLP. This assessment is based upon PL94-171 data, as required by federal law, and is further based upon information provided to Allison, Bass & Magee, LLP by the Texas Legislative Council, other official sources of information, and by Hays County, Texas.

Based upon this information, Hays County has a total maximum deviation of 44.30%. The term total maximum deviation is determined by dividing the total population of Hays County by four, the number of Commissioners Court precincts to determine an ideal precinct size. The actual population of each precinct is then determined, based upon the official population data contained within the census count, as defined by Public Law 94-171. The actual population of each precinct is compared to the ideal precinct size and a range of deviation by percentage is determined. Any total maximum deviation in excess of ten percent (10%) is presumptively unconstitutional under established federal law.

[If this county has prison population, need to insert one of the following paragraphs: In this regard, the County Commissioners Court has made the following election regarding non-voting prison populations located within the county:

1. The Commissioners Court of Hays County has elected to exclude from the county population total the number of individuals detained in State or Federal prisons located in Hays County in the belief that inclusion of such institutionalized correctional populations would unduly impact in an adverse manner the mandates imposed by the United States and Texas Constitutions, and the Federal Voting Rights Act to balance populations and afford meaningful voting rights to the residents of the various single member districts at issue, i.e. (political entity).
2. The Commissioners Court of Hays County has elected to include in the county population total the number of individuals detained in State or Federal prisons located in Hays County in the belief that inclusion of such institutionalized correctional populations reflects the need to account for governmental services required to sustain and support such facilities within )County Name) County.

As a result of this determination, Hays County has a constitutional duty to redistrict its political boundaries so as to achieve "One-Person-One-Vote" numerical balance between the four commissioners court precincts at a legally acceptable margin of deviation, and to make such changes as are necessary to comply with the Voting Rights Act and applicable state and federal law.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Commissioners Court of Hays County, Texas expressly finds that it has a legal duty to redistrict. The public interest will be served by redrawing the existing political boundaries of Hays County in such a manner as to comply with applicable state and federal law. The Commissioners Court hereby enters the following findings of fact and of law:

1. Hays County has a total maximum deviation, as defined in this order, of 44.30%.
2. Any total maximum deviation in excess of ten percent (10%) is presumptively unconstitutional under federal law.
3. Hays County, acting by and through its Commissioners Court, is hereby resolved to immediately undertake such necessary and appropriate action to accomplish redistricting of existing commissioners court precincts, and any incidental modification of existing, consolidated, or newly created election precincts necessary to accomplish such redistricting.
4. The Commissioners Court shall henceforth convene in open meetings, duly posted in accordance with the Texas Open Meetings Act, to take up and consider one or more alternative plans for the legal redistricting of Hays County.
5. After due consideration of one or more alternative plans, Hays County shall adopt a plan deemed to satisfy legal requirements, and which best suits the legitimate governmental needs of Hays County.
6. The adopted redistricting plan will address political boundaries of the Commissioners Court, Justice of the Peace and Election precincts of Hays County, and shall remain in effect until altered or amended by subsequent Order of the Commissioners Court.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

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

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

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

ATTEST:

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

1:00 p.m.-Hold a final public hearing on the FY 2022 Hays County Proposed Budget.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

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

BECERRA

N/A

#### SUMMARY

Attachments: FY 2022 Public Hearing Notice



# Hays County Commissioner's Court Proposed Fiscal Year 2022 Budget Final Public Hearing

Notice is hereby given that the County of Hays will hold a public hearing on the proposed FY 2022 budget on September 21, 2021 at 1:00 p.m., in the Commissioners' Courtroom, Hays County Courthouse, 111 E. San Antonio St., San Marcos, TX 78666.



## 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 set the FY 2022 salaries and allowances for Hays County Elected Officials.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

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

BECERRA

N/A

#### SUMMARY

Attachment: FY 2022 Elected Officials Salaries & Allowances

# NOTICE OF INTENT TO RAISE SALARIES & ALLOWANCES OF COUNTY ELECTED OFFICIALS

In accordance with section 152.013 of the Texas Local Government Code, the Commissioners' Court of Hays County is publishing the following increases in salaries & allowances for elected officials. These increases are proposed as part of the new fiscal year budget which would begin October 1, 2021. A public hearing and expected vote on the budget are scheduled for September 21, 2021, at 1:00 p.m. at the Commissioners' Courtroom of the Hays County Courthouse.

<u>ELECTED OFFICIAL</u>	<u>FY 2021</u>	<u>PROPOSED FY 2022</u>	<u>ANNUAL INCREASE</u>
County Judge	88,505	88,505	0
Travel Allowance	15,000	15,000	0
Commissioner Pct. 1	82,151	82,151	0
Travel Allowance	15,000	15,000	0
Longevity	1,655	1,715	60
Commissioner Pct. 2	82,151	82,151	0
Travel Allowance	15,000	15,000	0
Longevity	540	600	60
Commissioner Pct. 3	82,151	82,151	0
Travel Allowance	15,000	15,000	0
Longevity	540	600	60
Commissioner Pct. 4	82,151	82,151	0
Travel Allowance	15,000	15,000	0
*Sheriff	110,664	115,091	4,427
Telephone Allowance	420	420	0
Longevity	550	610	60
District Clerk	87,488	90,988	3,500
Travel Allowance	3,064	3,064	0
Longevity	1,650	1,710	60
County Clerk	87,488	90,988	3,500
Travel Allowance	3,064	3,064	0
Tax Assessor	95,610	99,434	3,824
Travel Allowance	3,306	3,306	0
Telephone Allowance	420	420	0
Longevity	560	620	60
Treasurer	83,484	86,823	3,339
Travel Allowance	3,064	3,064	0
Longevity	1,795	1,855	60
Justice of the Peace 1-1	80,310	83,522	3,212
Travel Allowance	4,564	4,564	0
Longevity	2,110	2,170	60
Justice of the Peace 1-2	80,310	83,522	3,212
Travel Allowance	4,564	4,564	0
Longevity	0	255	255
Justice of the Peace 2	80,310	83,522	3,212
Travel Allowance	4,564	4,564	0
Longevity	1,260	1,320	60
Justice of the Peace 3	80,310	83,522	3,212
Travel Allowance	4,564	4,564	0
Longevity	1,260	1,320	60
Justice of the Peace 4	80,310	83,522	3,212
Travel Allowance	4,564	4,564	0
Justice of the Peace 5	80,310	83,522	3,212
Travel Allowance	4,564	4,564	0
*Constable Pct. 1	77,700	80,808	3,108
Uniform Allowance	720	720	0
Longevity	1,860	1,920	60
*Constable Pct. 2	77,700	80,808	3,108
Uniform Allowance	720	720	0
Longevity	0	240	240
*Constable Pct. 3	77,700	80,808	3,108
Telephone Allowance	420	420	0
Uniform Allowance	720	720	0
*Constable Pct. 4	77,700	80,808	3,108
Uniform Allowance	720	720	0
Longevity	660	720	60
*Constable Pct. 5	77,700	80,808	3,108
Uniform Allowance	720	720	0
Longevity	315	390	60

\*Final salary increases may change for noted positions pending results from 9/20/21 salary grievance hearing

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to adopt the FY 2022 Hays County budget after making any final changes as a result of the public hearing.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

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

BECERRA

N/A

#### SUMMARY

A list of final changes to the FY 2022 budget for the Court to consider will be provided. Additional items for consideration may be submitted by the Court members or as a result of the public hearing.

Attachment: Budget Certificate

**COUNTY OF HAYS**

**BUDGET CERTIFICATE**

BUDGET YEAR FROM October 1, 2021 TO September 30, 2022

**STATE OF TEXAS  
COUNTY OF HAYS**

WE, Ruben Becerra, County Judge  
Elaine H. Cardenas, MBA, PhD., County Clerk  
Marisol Villarreal-Alonzo, CPA, County Auditor

Of Hays County, Texas, do hereby certify that the attached budget is a true and correct copy of the twelve (12) month fiscal year 2022 Budget of Hays County, Texas, as passed and approved by the Commissioners' Court of Hays County on the 21<sup>st</sup> day of September, A.D., 2021, as the same appears on file in the office of the Hays County Clerk.

\_\_\_\_\_  
Ruben Becerra, County Judge

\_\_\_\_\_  
Elaine H. Cardenas, MBA, PhD., County Clerk

\_\_\_\_\_  
Marisol Villarreal-Alonzo, CPA, County Auditor

Subscribed and sworn to before me the undersigned authority on this \_\_\_\_\_ day  
of \_\_\_\_\_, A.D., 2021.

\_\_\_\_\_  
Janice Jones  
Hays County, Texas

My Commission Expires: 01/13/2023

## 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 ratify the property tax increase reflected in the FY 2022 Hays County budget.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

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

BECERRA

N/A

#### SUMMARY

Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the Commissioner's Court to ratify the property tax increase reflected in the budget.

"This budget will raise more revenue from property taxes than last year's budget by an amount of \$606,995 or .63% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$4,680,854."

Attachment: FY 2022 Budget Cover Page



## Hays County Commissioner's Court Proposed Fiscal Year 2022 Budget

Notice is hereby given that the County of Hays will hold a public hearing on the proposed FY 2022 budget on September 21, 2021 at 1:00 p.m., in the Commissioners' Courtroom, Hays County Courthouse, 111 E. San Antonio St., San Marcos, TX 78666.

This budget will raise more revenue from property taxes than last year's budget by an amount of \$606,995 or .63% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$4,680,854.

Prior to the adoption and thereafter, a copy of the budget will be on file in the offices of the Hays County Clerk and Hays County Auditor, as well as the County's website @ [www.hayscountytexas.com](http://www.hayscountytexas.com) for public inspection.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Discussion and possible action to approve an order adopting the tax rate for FY 2022 and levy the taxes.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

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

BECERRA

N/A

#### SUMMARY

Attachments: FY 2022 Itemized Tax Rate  
Order Adopting an Ad Valorem Tax Rate

ITEMIZED TAX RATE  
Hays County - Fiscal Year 2022  
*Commissioners Court Proposed Budget - 8/24/2021*

PROPERTY VALUATION	Plus O65/DP Freeze Ceiling	FUNDS	TAX RATE	ESTIMATED TAX COLLECTION
25,073,854,063 (1 cent = \$2,469,775 @ 98.5% collection)	7,954,963	General M&O	23.83 ¢	66,809,693
25,073,854,063 (1 cent = \$2,469,775 @ 98.5% collection)	4,159,414	General Debt	12.46 ¢	34,932,807
25,585,316,183 (1 cent = \$2,520,154 @ 98.5% collection)	1,175,652	Road & Bridge M&O	2.38 ¢	7,173,618
		Ad Valorem Tax Rate	38.67 ¢	108,916,118
		ASSESSED TAXES		110,372,351

No New Revenue Tax Rate	38.67 ¢
<b>Court Proposed Tax Rate</b>	<b>38.67 ¢</b>
Voter Approval Tax Rate	45.32 ¢
De Minimis Tax Rate	39.94 ¢

TAX INCENTIVE PROGRAMS

1,126,488,943 (1 cent = \$112,649 @ 100% collection)	General M&O	23.83 ¢	2,684,423
1,108,095,743 (1 cent = \$110,810 @ 100% collection)	General Debt	12.46 ¢	1,380,687
534,692,166 (1 cent = \$53,469 @ 100% collection)	Road & Bridge M&O	2.38 ¢	127,257
	Ad Valorem Tax Rate	38.67 ¢	4,192,367
	TOTAL ASSESSED TAXES		114,564,718



ORDER ADOPTING AN AD VALOREM TAX RATE  
FOR FISCAL YEAR 2022 FOR HAYS COUNTY

THE STATE OF TEXAS  
COUNTY OF HAYS

On this 21<sup>st</sup> day of September, 2021, the Commissioners' Court of Hays County, Texas, pursuant to Chapter 26 of the Texas Property Tax Code, hereby adopts this order setting the fiscal year 2022 ad valorem tax rate as follows. All figures are in pennies per \$100 taxable property valuation:

General Maintenance & Operations	23.83 cents
General Debt	12.46 cents
Road and Bridge Maintenance & Operations	2.38 cents
<hr/>	
TOTAL AD VALOREM TAX RATE FOR FISCAL YEAR 2022	38.67 cents

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 21<sup>st</sup> day of September, 2021.

FOR	( )	_____
AGAINST	( )	RUBEN BECERRA
ABSTAIN	( )	COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR	( )	_____
AGAINST	( )	DEBBIE GONZALES - INGALSBE
ABSTAIN	( )	COMMISSIONER, PRECINCT 1

FOR	( )	_____
AGAINST	( )	MARK JONES
ABSTAIN	( )	COMMISSIONER, PRECINCT 2

FOR	( )	_____
AGAINST	( )	LON A. SHELL
ABSTAIN	( )	COMMISSIONER, PRECINCT 3

FOR	( )	_____
AGAINST	( )	WALT SMITH
ABSTAIN	( )	COMMISSIONER, PRECINCT 4

ATTEST:		_____
		ELAINE H. CARDENAS, MBA, PhD.
		COUNTY CLERK, HAYS COUNTY, TEXAS

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

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

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Magic Mint, Project SUFC and Project Phoenix. Possible discussion and/or action may follow in open Court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

September 21, 2021

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

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

#### REQUESTED BY

M. Kennedy

#### SPONSOR

JONES

#### CO-SPONSOR

N/A

#### SUMMARY

Summary to be provided in Executive Session.