Commissioners Court March 22, 2022
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 **22ND day of March 2022**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4-5	Adopt a Proclamation declaring March 24, 2022 as World TB Day for Hays County. **INGALSBE**
2	6-7	Adopt a Proclamation declaring April 4 - 10, 2022 as National Public Health Week 2022. **INGALSBE**
3	8	Update by Director of Countywide Operations and Hays County Staff on the Emergency Rental Assistance Program (ERAP); possible discussion and/or action may follow. **BECERRA**

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.

4	9	Approve payments of County invoices. **VILLARREAL-ALONZO**
5	10	Approve payments of Juror checks. **VILLARREAL-ALONZO**
6	11	Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
7	12-19	Authorize the County Judge to execute renewal liability coverage for storage tank systems with Commerce and Industry Insurance Company for a renewal premium of $1,352.00. **BECERRA/MILLER**
8	20	Authorize the Local Health Department to order supplies, consumables, and swag items under the Health Diversity Program utilizing available Department of State Health Services (DSHS) grant funds throughout the grant period and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
9	21-29	Approve Utility Permits. **INGALSBE/BORCHERDING**
10	30-47	Accept the 2021 Racial Profiling Report from Hays County Constable Office Precinct 2. **JONES/TORRES**
11	48	Approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Emergency Communications Manager Amanda Oliver and Emergency Communications Officers Kristi White, Kaitlyn Lozano, Thomas Martinez, and Johnna Martone to attend the Navigator Conference on April 24-29, 2022 in Nashville, Tennessee. **INGALSBE/CUTLER**
12	49	Ratify the acceptance of a donation totaling $5,000.00 from Kinder Morgan, Inc. to the Sheriff's Office Drone Team and amend the budget accordingly. **INGALSBE/CUTLER**
13	50-51	Authorize the Sheriff's Office to use existing funds to purchase motorcycle repair equipment, valued at $2,000.00 and amend the budget accordingly. **SMITH/CUTLER**
14	52-54	Authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually. **BECERRA/MILLER**
15	55	Authorize the County Judge to use $700.00 of his Community Program Expense for a public Easter Egg Hunt on the Courthouse Grounds on April 15, 2022. **BECERRA**
16	56-117	Approve specifications for RFQ 2022-Q04 Professional Land Surveying Services and authorize Purchasing to solicit for bids and advertise. **BECERRA/BORCHERDING**
17	118-180	Approve specifications for RFQ 2022-Q02 On-Call CE&I Professional Services and authorize Purchasing to solicit for bids and advertise. **BECERRA/BORCHERDING**

18	181	Approve specifications for IFB 2022-B10 Winters Mill Parkway at RM 3237 Intersection and authorize Purchasing to solicit for bids and advertise. **SHELL/BORCHERDING**
19	182	Approve specifications for IFB 2022-B09 RM 12 at RM 3237 and authorize Purchasing to solicit for bids and advertise. **SHELL/BORCHERDING**
20	183	Accept a $5,000.00 grant on behalf of the Hays County Child Protective Board and amend the budget accordingly. **INGALSBE**

ACTION ITEMS

ROADS

21	184-185	Hold a public hearing with possible action to reduce the current speed limit of 35 MPH to 25 MPH on Brangus Road and on Nature View Loop between Rutherford Drive and Brangus Road in Rutherford West subdivision. **SMITH/BORCHERDING**
22	186	Discussion and possible action to consider the release of the performance bond #LICX1192181 in the amount of $937,314.16 for Caliterra subd. Phase 3, Section 9, and the performance bond #LICX1209918 in the amount of $803,175.76 for Caliterra subd., Phase 4, Section 11. **SMITH/BORCHERDING**
23	187	Discussion and possible action to consider the release of the maintenance bonds #SU1157965 in the amount of $24,754.74 and #SU1157966 in the amount of $7,338.87 for Reunion Ranch subd., Phase 2, Section 4. **SMITH/BORCHERDING**
24	188-231	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right-of-way acquisition services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 in Precinct 4. **SMITH/BORCHERDING**
25	232-276	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Doucet and Associates, Inc. to provide project development services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout to FM 1826 in Precinct 4. **SMITH/BORCHERDING**
26	277-319	Discussion and possible action to authorize the County Judge to execute a Contract between Hays County and Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 in Precinct 4. **SMITH/BORCHERDING**
27	320-325	Discussion and possible action to accept fiscal surety for the construction of street and drainage improvements in the amount of $547,941.86 for Driftwood Subdivision, Phase 2 (Bond # 800132233). **SMITH/BORCHERDING**

SUBDIVISIONS

28	326-338	PLN-1733-NP Prairie Lakes Subdivision, Preliminary Plan (655 Lots). Discussion and possible action to approve the preliminary plan. **JONES/MACHACEK**
29	339-342	PLN-1840-PC; Hold a public hearing with possible action to approve the Deer Run Estates, Lots 18 and 21, Replat. **SHELL/MACHACEK**
30	343-346	PLN-1680-NP; Oak Run Farms Subdivision (2 Lots). Discussion and possible action to approve the final plat. **SHELL/MACHACEK**

MISCELLANEOUS

31	347	Discussion and possible action to approve the appointment of Mark Wobus as Hays County Fire Marshal, effective April 4, 2022, and approve the official bond pursuant to Sections 352.011 and 352.012 of the Texas Local Government Code. **SHELL/MIKE JONES**
32	348-356	Discussion and possible action to authorize repairs to the sidewalk, electrical panels, and generator panels located on the exterior of the Local Health Department in the amount of $21,911.12 and amend the budget accordingly. **INGALSBE/T.CRUMLEY**
33	357-380	Discussion and possible action to authorize the County Judge to execute an Agreement for Grant Management and Program Management Services for the American Rescue Plan Act (ARPA) between Hays County and Ardurra Group, Inc. **SMITH**
34	381-384	Discussion and possible action to approve Resolutions and Application Affidavit associated with filing an application for financial assistance from the Texas Water Development Board (TWDB) and authorize the execution of said documents. **SHELL**
35	385	Discussion and possible action to authorize Road Maintenance Lead, slot 1055-004 at the Transportation Department to take a county issued vehicle to a residence outside the county limits. **SHELL/BORCHERDING**

36	386-403	Discussion and possible action to award a contract for IFB 2022-B04 Cemetery Maintenance to Kyle Landscaping Services in the amount of $75,720.00. **BECERRA/BORCHERDING**
37	404-411	Discussion and action to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and Lee County for Jail Services related to the housing and care of Hays County inmates. **INGALSBE/CUTLER**
38	412	Discussion and possible action to award contract for RFP 2022-P03 Hays County Mental Health Needs Assessment to Meadows Mental Health Policy Institute; and authorize staff and General Counsel to negotiate a contract to be brought back to court for approval and final contract award. **BECERRA/SMITH**
39	413	Discussion and possible action to authorize the Transportation Department to hire a Road Maintenance Senior Operator position, slot 1070-018 at the 89th percentile effective March 28,2022. **INGALSBE/BORCHERDING**
40	414-430	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement related to RFP 2022-P02 Animal Shelter and Animal Services Feasibility Study between Hays County and Team Shelter USA. **SHELL/INGALSBE**
41	431	Discussion and possible action to review the veterans court positions and establish the mental health court positions and operations within County Court at Law. **INGALSBE/SHELL/C. JOHNSON**

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.

42	432	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease, use and/or value of real property owned by Hays County located at 111 E. San Antonio St, San Marcos, Texas in Precinct 1. Possible discussion and/or action may follow in open court. **INGALSBE**

STANDING AGENDA ITEMS

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

43	Discussion and possible action related to the burn ban. **BECERRA**
44	Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
45	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
46	Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 18th day of March, 2022

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 March 24, 2022 as World TB Day for Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	March 22, 2022	NA

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

See attached proclamation.

Proclamation declaring March 24, 2022

as World TB Day

WHEREAS, One-quarter of the World's population is infected with Mycobacterium Tuberculosis (TB), and in 2020 some 10 million people became sick with TB disease; for the first time in over a decade, TB deaths have increased because of reduced access to TB diagnosis and treatment in the face of the COVID-19 pandemic; and

WHEREAS, in 2020 Tuberculosis caused disease in 882 residents in Texas – a rate of 3.0 per 100,000, a decrease of 23.6% from 2019, and 72 cases were reported from 14 out 30 counties that make up Region 7; Hays County reported 5, Travis County reported 32, Williamson reported 16, Bell reported 7; Travis County has the sixth most number of cases in the State of Texas; and

WHEREAS, Texas is only second to the state of California for the number of reported cases of TB according to the CDC; and risk factors affecting the elimination in Texas: high population of non-US born (63%), large Hispanic population (50%), border to Mexico which is number 1 out of the top 10 Countries, and large population affected by diabetes (24%); and

WHEREAS, multi-drug resistant TB cases in the U.S. was 56 in 2020, and Texas had 6 verified cases of multiple drug resistant forms of Tuberculosis, and the spread of these organisms nationally threatens to undermine our goal to ultimately eliminate Tuberculosis: and

WHEREAS, pulmonary TB is very contagious, and treatment for infected individuals is critical in halting the cycle of transmission just as treating the latent infection is critical to eliminating TB disease; and

WHEREAS, it is estimated that over one million Texas residents are infected with the bacterium, and though not currently contagious have a 10 percent lifetime risk of developing active disease if not treated preventively; finding these Texas residents is how we are going to eliminate TB and get Texas closer to the United States average of 2.2 cased in 2020, and

WHEREAS, the State of Texas and Hays County Local Health Department are united to support the individuals, families, and communities affected by TB, and renew our commitment to preventing the spread of TB by public awareness and continuing our preventive efforts; and

WHEREAS, "Invest to End TB, Save Lives" raises awareness about the international health threat presented by Tuberculosis, the Centers for Disease Control, the Texas Department of State Health Services Division of Tuberculosis elimination join with our Region 7 Tuberculosis prevention program, Hays County, and Hays County Local Health Department to invite all health providers and residents of Hays County, Texas to recognize World TB Day March 24, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the 24th day of March, 2022 as:

World TB Day

ADOPTED THIS THE 22nd DAY OF MARCH 2022

_____

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 April 4 - 10, 2022 as National Public Health Week 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	March 22, 2022	NA

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

See attached proclamation.

PROCLAMATION DECLARING APRIL 4-10, 2022
AS NATIONAL PUBLIC HEALTH WEEK 2022

WHEREAS, the week of April 4-10, 2022, is National Public Health Week, and the theme is "Public Health is Where You Are"; and

WHEREAS, since 1995, the American Public Health Association, through its sponsorship of National Public Health Week, has educated the public, policymakers, and public health professionals about issues important to improving the public's health; and

WHEREAS, U.S. life expectancy from 2014 through 2017 dropped in the longest sustained decline since the Great Recession and only in 2018 began to increase again; U.S life expectancy then dropped again in 2020 by a full year, which is the largest drop in life expectancy since 1943; and

WHEREAS, a person's health status can differ drastically by zip code due to differences in the built environment, environmental quality, community context, access to healthy food, access to education, and access to health care; and

WHEREAS, public health professionals help communities prevent, prepare for, withstand, and recover from the impact of a full range of health threats, including disease outbreaks such as the COVID-19 pandemic, measles, natural disasters, and disasters caused by human activity; and

WHEREAS, public health action, together with scientific and technological advances, has played a major role in reducing and, in some cases, eliminating the spread of infectious disease, and in establishing today's disease surveillance and control systems; and

WHEREAS, preventable risk factors such as such as physical inactivity, poor nutrition, tobacco use, and excessive alcohol use are leading causes of chronic disease; 6 in 10 U.S adults have a chronic disease, 4 in 10 adults have two or more chronic diseases, and 7 of every 10 deaths annually in the United States are caused by chronic diseases.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim week of April 4 – 10, 2022 as:

National Public Health Week 2022

and call upon the people of Hays County to observe this week by helping our families, friends, neighbors, co-workers, and leaders to better understand the value of public health and supporting great opportunities to adopt preventive lifestyle habits considering this year's theme, "Public Health is Where You Are."

ADOPTED THIS THE 22ND DAY OF MARCH 2022

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

Update by Director of Countywide Operations and Hays County Staff on the Emergency Rental Assistance Program (ERAP); possible discussion and/or action may follow.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
PROCLAMATIONS/PRESENTATIONS	March 22, 2022	

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

Additional information will be provided in Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of Juror checks.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court
Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute renewal liability coverage for storage tank systems with Commerce and Industry Insurance Company for a renewal premium of $1,352.00

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	$1,352

LINE ITEM NUMBER

001-645-00.5340

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Shari Miller	BECERRA	N/A

SUMMARY

This renewal policy includes coverage for storage tank third party liability, correction action, and clean-up costs as well as Terrorism Risk Insurance Act Coverage.

Q#108134 22
Pol#: 007128403

chamber
insurance agency services

20 Commerce Drive
Second Floor
Cranford, N.J. 07016

Toll Free: 800.336.2007
Fax: 973.731.2288
www.chamberagent.com

2/28/22

Ms. Shela Ferrell
JI Special Risks Insurance Agency, Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

Re: AIG Environmental TankGuard® Program
Applicant: County of Hays
Effective Date: 5/10/22

Dear Ms. Ferrell

Thank you for allowing Chamber Insurance Agency Services LLC to provide terms for coverage under the AIG Environmental TankGuard® Program. Having carefully reviewed your submission, we are pleased to offer the enclosed Premium Indication for a policy underwritten by the Commerce and Industry Insurance Company.

The enclosed Indication is based on the information contained in your submission, and may require that you submit certain additional information to us for approval prior to our binding coverage on your behalf. Moreover, this Indication could be subject to change or withdrawal, depending on the content of the information provided.

We recommend that you immediately review this Indication in its entirety to determine whether any additional information is required. If so, we encourage you to submit it to us immediately.

Very truly yours,

Ana Hormilla
On Behalf of Chamber Insurance Agency Services
(973) 669-2389
ahormilla@chamberagent.com
Enclosures

NOTIFICATION

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

Commerce And Industry Insurance Company Q#108134 22
Proposal - 16 AIG SUB.# 59217008
Pol#: 007128403

Prepared Especially For
County of Hays

The following is our premium indication for the storage tank system listed below. Coverage for Storage Tank Third Party Liability, Corrective Action and Clean-up Costs is offered using Commerce and Industry Insurance Company Form #81106(08/09) with the appropriate endorsements listed below.
Coverage is offered on a Claims Made and Reported Basis.

Policy Dates: From: 5/10/22 To: 5/10/23
Retroactive Date: See Schedule
Commission Rate: 5.00
Covered Storage Tank Systems Locations: See Schedule Attached

Opt.	Limits of Liability (Ea Incident/Agg.)	Deductible (Ea Incident)	Annual Premium	State Surcharges
001	1,000,000/ 1,000,000	25,000	1,126	.00 * .00 **

All premiums are fully earned upon tank removal. There will be no credit for midterm removal.

* State Surcharges are in addition to the annual premium and are assessed when covered locations are within the states of KY, WV, NJ, FL and/or OR.
** This is the additional State Surcharge premium if TRIA is accepted.
Payment of surcharges is expected along with the annual premium at binding of coverage.

The premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase TRIA Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the TRIA Coverage premium shown on the attached Disclosure Statement for that option.

Coverage Forms and Endorsements:
- Storage Tank Policy 81106(08/09)
- Storage Tank Declarations Page 81206(08/09)
- Site Schedule 81029(02/13)
- Schedule of Coverage Storage Tank Systems 81017(10/02)
- Separation of Insureds Endorsement 81026(10/02)
- Gaining the Ultimate Value-Added Advantage Thgh AIG 127135(11/17)
- Economic Sanctions Endorsement 89644(06/13)
- Notice of Loss/Notice of Claim 91968(12/06) CI2940
- 81755(03/03) Texas Amendatory End. Concealment & Fraud Condition
- 74802(03/20) Texas Liability Ins. Amen. Endt Cancellation & Nonren.
- 81046(10/02) Texas Endorsement Prompt Payment of Claim
- 81045(10/02) Texas Endt Notice of Settlement of Liability Claims
- 135940(2/20) Texas Complaint Notice

This indication is subject to the following, prior to binding:

- Written request to bind
- Signed TRIA Disclosure Statement (if Insured is rejecting coverage)
- If TRIA Coverage is rejected, then All Terrorism Exclusion Endorsement 118950(1/15) will be attached.
- If TRIA Coverage is accepted, Federal Share of Compensation Under TRIA And Cap On Losses Endorsement 125595(03/17) will be attached.
- Full Net Premium Payment by effective date
- Prior Acts - Current Declaration page, Tank/Location Schedule, Recently Valued Loss Runs

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT OF 2002. THE INSURED REPRESENTS AND WARRANTS THAT AN OFFICER OF THE INSURED SHALL COMPLETE, SIGN AND RETURN SUCH DISCLOSURE STATEMENT TO THE COMPANY WITHIN 30 DAYS OF THE DATE OF BINDING THIS INDICATION, IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TRIA OF 2002 IS REJECTED BY THE INSURED AND THAT THE INSURED OR ITS BROKER SHALL ADVISE THE COMPANY ELLECTRONICALLY THROUGH THE E-TANK SYSTEM OF SUCH REJECTION PRIOR TO BINDING. HOWEVER, IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, THE BROKER MUST ADVISE THE COMPANY IN WRITING ELLECTRONICALLY THROUGH THE E-TANK SYSTEM PRIOR TO BINDING, THE COMPANY SHALL RELY UPON THIS REPRESENTATION AND WARRANTY IN THE ISSUANCE OF ANY BINDER ISSUED RELATED TO THIS INDICATION.

All submitted information is subject to underwriter approval.
Federal and/or state required Storage Tank Certificates of Financial responsibility.
40 CFR 280.97 or state equivalent will also be included when the policy is issued.

This indication is valid for 30 days from the date of this letter if new business, or if a renewal, until the proposed policy inception date shown above.

If you have any questions regarding this indication, please contact the program specialist shown below.

Very truly yours,

Ana Hormilla
Assistant Account Executive
(973) 669-2389

SCHEDULE OF COVERED STORAGE TANK SYSTEMS Q#108134 22
Pol#: 007128403

Location Address	UST/ AST	Capacity Capacity	Install Year	Retro Date
Hays County Transportation Dept.				
2171 Yarrington Road San Marcos, TX 78666				
	AST	4,000	2012	11/15/12
	AST	4,000	2012	11/15/12

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Option 1 Terrorism Act Premium: $226

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Chamber Insurance Agency LLC
20 Commerce Drive, 2nd Floor
Cranford, NJ 07016-3617

_____
Policyholder/Applicant's Signature

_____
Policyholder/Applicant's Printed Name

_____
Date

County of Hays
Quote#: 108134

121187 (01/16)
CI5974

PROPOSAL ACCEPTANCE - 16

Q#108134 22
Pol#: 007128403

County of Hays

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability: _____ Deductible: _____

____ I hereby elect to purchase Terrorism coverage for a premium of $ _____.

____ I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.

_____ _____
Signature of Applicant or Authorized Representative Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Local Health Department to order supplies, consumables, and swag items under the Health Diversity Program utilizing available Department of State Health Services (DSHS) grant funds throughout the grant period and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	$10,000

LINE ITEM NUMBER

120-675-99-155.5201 - $10k
120-675-99-154.5201 - TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Local Health Department Health Diversity Program has received authorization from the Department of State Health Services (DSHS) to use grant funds issued by DSHS to purchase supplies, consumables, swag, entertainment, etc. for the purpose of community outreach and Health Diversity Program community events. Future events may be planned for the Public Workforce grant (154).

Authorization is requested to allow the Director of Countywide Operations to approve these purchases following the Hays County purchasing policy. No county funds will be utilized.

Budget Amendment:
Increase - 120-675-99-155.5201
Decrease - 120-675-99-155.5391

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	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2022-4618-UTL	El Camino Way (Bore)	Crystal Clear SUD (Water)
TRN-2022-4619-UTL	Yarrington Road (Overhead)	PEC (Electric)
TRN-2022-4629-UTL	Harris Hill/Yarrington Rd (Bore)	PEC (Electric)

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 3/7/2022 .

Utility Company Information:

Name: Crystal Clear SUD
Address: 2370 FM1979 San Marcos TX
Phone:
Contact Name: Russ Herzog

Engineer / Contractor Information:

Name: M & S Engineering
Address: 376 Landa St New Braunfels 78666
Phone: 8303100113
Contact Name: Atilano Aguero

Hays County Information:

Utility Permit Number: TRN-2022-4618-UTL
Type of Utility Service: 1" poly Tubing for a water service connection
Project Description:
Road Name(s): El Camino St, El Camino St, El Camino St, , , El Camino St, El Camino St, El Camino St
Subdivision:
Commissioner Precinct:

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

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

Engineering Technician 03/16/2022

Signature Title Date

M&S ENGINEERING
ELECTRICAL | CIVIL | MEP
TXENG FIRM # F-1394 | TBPELS FIRM #10169800
WWW.MSENGR.COM | (830) 228-5446

CRYSTAL CLEAR SUD
EL CAMINO WAY

JOB: 14CCSUD001
DATE: MARCH 2022
DRAWN: KV | PM: CP
DESIGN: AA | DM: BK
PEER: | OTHER:
REVISIONS:

DELTA	DESCRIPTION	DATE

SHEET:

Date: Feb 28, 2022, 4:02pm User ID: kvogler
File: S:\Active Projects\14CCSUD001 - General Engineering Services\Permit\Keys\Civil\El Camino 03-22\El Camino.dwg

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

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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 April 15 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: M&S Engineering
Address: PO BOX 970/6477 FM311 Spring Branch TX 78070
Phone: 8304460394
Contact Name: James Ward

Hays County Information:

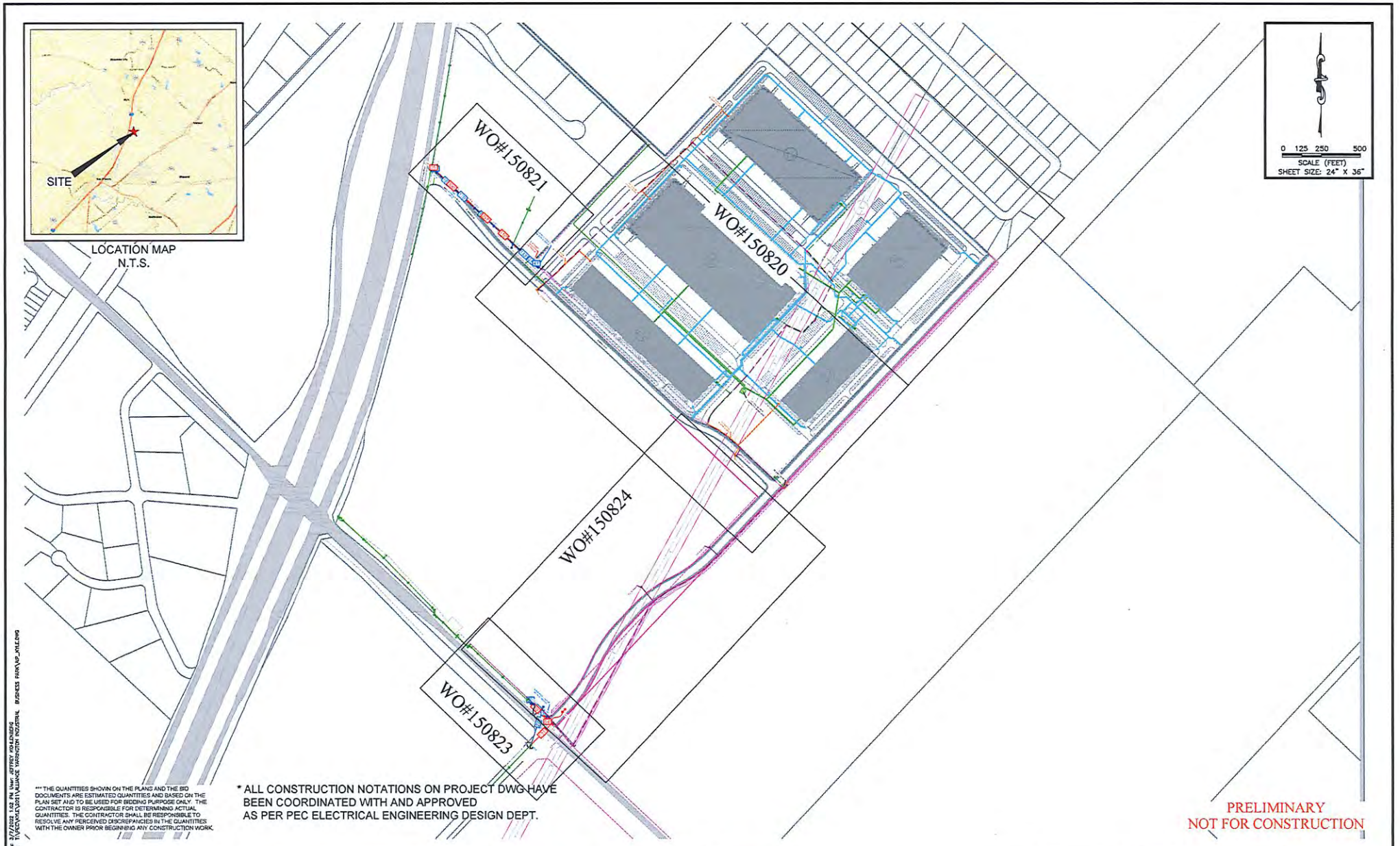
Utility Permit Number: TRN-2022-4619-UTL
Type of Utility Service: Electrical Distribution 24.9 KV
Project Description:
Road Name(s): Yarrington Road East of IH 35 , , , , , , ,
Subdivision:
Commissioner Precinct:

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 .

Mark Bell — Engineering Technician — 03/16/2022

Signature | Title | Date



*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.

* ALL CONSTRUCTION NOTATIONS ON PROJECT DWG HAVE BEEN COORDINATED WITH AND APPROVED AS PER PEC ELECTRICAL ENGINEERING DESIGN DEPT.

PRELIMINARY
NOT FOR CONSTRUCTION

Date: 2/7/2020 1:52 PM User: JEFFREY ADKINSON
File: T:\PEC\PLAT\2021\ALLIANCE WASHINGTON INDUSTRIAL BUSINESS PARK\VAP_KYLE.DWG

Nr.	Date	Revision	By	Chkd.	Appd.
A			MD	JS	MC
B					
C					
D					
E					
F					
G					
H					
J					
K					

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS REGISTERED ENGINEERING FIRM
F-1384

PEDERNALES ELECTRIC COOPERATIVE, INC.

AIP_KYLE
MULTIPLE WO #'S
SEE ABOVE

SCALE	1" = 250'
ENGINEER	MARY COLEMAN, P.E.
DESIGNED BY	XXXX
DRAWN BY	M. BURCH
	OVERVIEW

Untitled Map
Write a description for your map.
Legend
Alliance Industrial
Hatch
Hatch
PEC
Polyline
Polyline
Yarrington Road Materials
Thunder Hill Racetrack
Thunder Hill Racetrack
Future S. Goforth Road as it intersects Yarrington Rd
Line Conductors and communications will be raised and poles relocated for highway CR 150 expansion project
IH 35 S
Purple Heart Trail
159
Google Earth
1000 ft
N

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.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 .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: DNT Construction
Address: P.O. Box 6210 Austin TX 78683
Phone:
Contact Name: Mason Conde

Hays County Information:

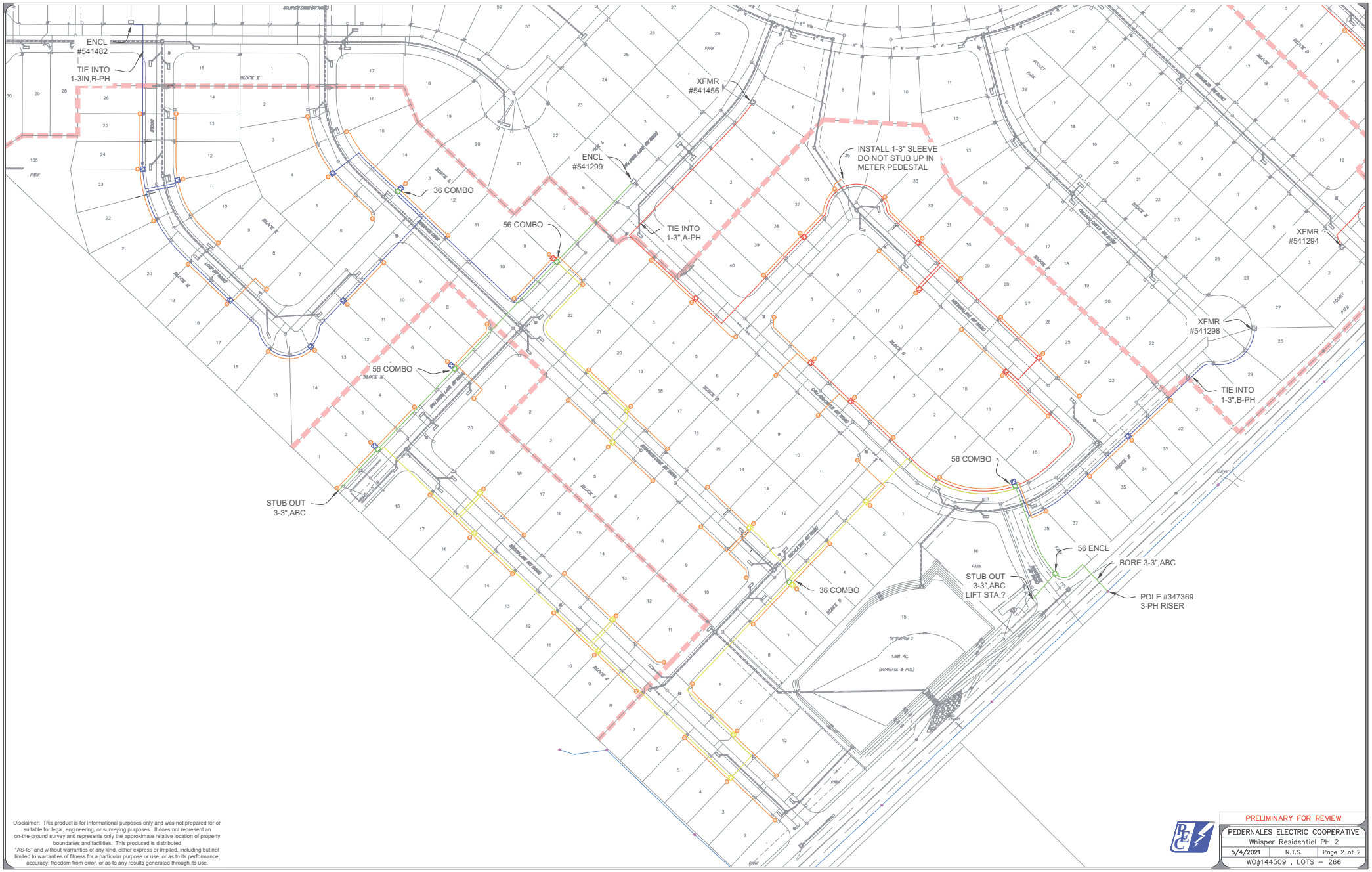
Utility Permit Number: TRN-2022-4629-UTL
Type of Utility Service: 3-3" pvc conduits
Project Description:
Road Name(s): Harris Hill Road, , , , , , ,
Subdivision:
Commissioner Precinct:

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

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

Engineering Technician 03/16/2022

Signature Title Date



Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and facilities. This produced is distributed "AS-IS" and without warranties of any kind, either express or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.

PRELIMINARY FOR REVIEW

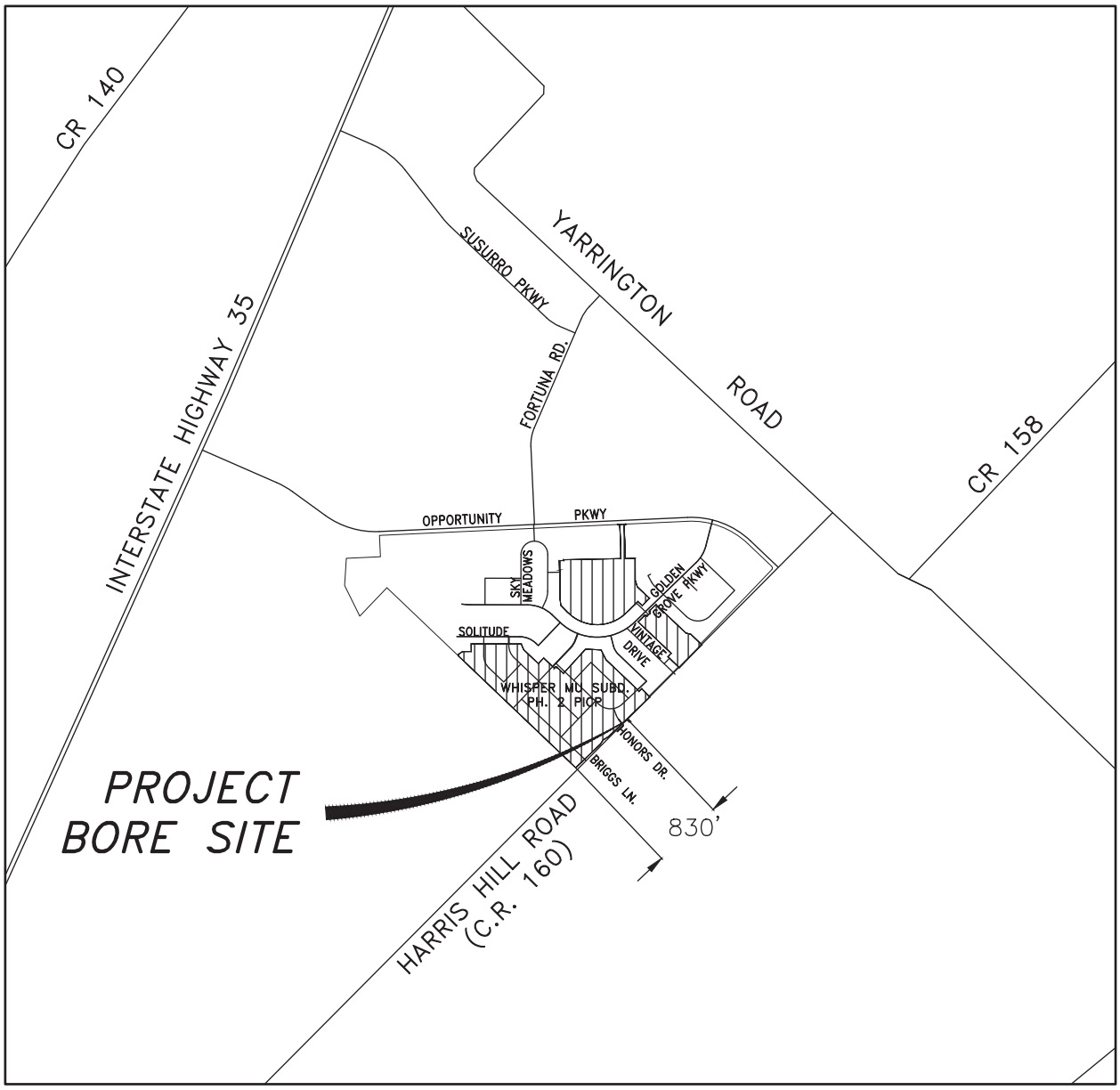
PEDERNALES ELECTRIC COOPERATIVE

Whisper Residential PH 2

5/4/2021	N.T.S.	Page 2 of 2

WO#144509 , LOTS – 266

AFFIDAVIT OF LOCATION



VICINITY MAP
SCALE: 1"=2000'

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2021 Racial Profiling Report from Hays County Constable Office Precinct 2.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Michael Torres	JONES	N/A

SUMMARY

(see attached report)

MICHAEL TORRES

HAYS COUNTY CONSTABLE, PRECINCT TWO

February 28, 2022

TO: Hays County Commissioner's Court

FROM: Michael Torres, Constable, Pct. 2

SUBJECT: 2021 Racial Profiling Report

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

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

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

P.O. BOX 728 * KYLE, TEXAS 78640
EMAIL ADDRESS michael.torres@co.hays.tx.us * Phone (512) 878-6690

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 2
Reporting Date: 02/09/2022
TCOLE Agency Number: 209102

Chief Administrator: MICHAEL TORRES

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

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

This Agency filed a full report

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

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 2 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 2 policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

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

Executed by: ROBERT L. ELLER
Chief Deputy

Date: 02/09/2022

Total stops: 32

Street address or approximate location of the stop	
City street	18
US highway	8
County road	3
State highway	1
Private property or other	2
Was race or ethnicity known prior to stop?	
Yes	31
No	1
Race / Ethnicity	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	28
Hispanic / Latino	0
Gender	
Female	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	5
Hispanic / Latino	0
Male	24
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	23
Hispanic / Latino	0
Reason for stop?	
Violation of law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1

Hispanic / Latino	0
Preexisting knowledge	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	**30**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	27
Hispanic / Latino	0
Vehicle traffic violation	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was a search conducted?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	**32**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	28
Hispanic / Latino	0

Reason for Search?

Consent	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Contraband	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Inventory	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**0**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	**0**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband	
Drugs	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	**31**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	27
Hispanic / Latino	0
Written warning	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on

Violation of Penal Code	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

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

Was physical force resulting in bodily injury used during stop?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	**32**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	280
Hispanic / Latino	0

Number of complaints of racial profiling

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

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HAYS CO. CONST. PCT. 2

01. Total Traffic Stops:	32	
02. Location of Stop:		
a. City Street	18	56.25%
b. US Highway	8	25.00%
c. County Road	3	9.38%
d. State Highway	1	3.13%
e. Private Property or Other	2	6.25%
03. Was Race known prior to Stop:		
a. NO	1	3.13%
b. YES	31	96.88%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	0	0.00%
c. Black	4	12.50%
d. White	28	87.50%
e. Hispanic/ Latino	0	0.00%
05. Gender:		
a. Female	8	25.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	9.38%
iv. White	5	15.63%
v. Hispanic/ Latino	0	0.00%
b. Male	24	75.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	3.13%
iv. White	23	71.88%
v. Hispanic/ Latino	0	0.00%
06. Reason for Stop:		
a. Violation of Law	2	6.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	1	50.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	30	93.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	10.00%
iv. White	27	90.00%
v. Hispanic/ Latino	0	0.00%
d. Vehicle Traffic Violation	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
07. Was a Search Conducted:		
a. NO	32	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	12.50%
iv. White	28	87.50%
v. Hispanic/ Latino	0	0.00%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	31	96.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	12.90%
iv. White	27	87.10%
v. Hispanic/ Latino	0	0.00%
b. Written Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Citation	1	3.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

12. Arrest Based On:

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

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	32	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	12.50%
iv. White	280	875.00%
v. Hispanic/ Latino	0	0.00%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:	0

REPORT DATE COMPILED 02/09/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Emergency Communications Manager Amanda Oliver and Emergency Communications Officers Kristi White, Kaitlyn Lozano, Thomas Martinez, and Johnna Martone to attend the Navigator Conference on April 24-29, 2022 in Nashville, Tennessee.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	$900.00

LINE ITEM NUMBER

001-618-00.5551

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

Out of state travel is needed to send Emergency Communications Manager Oliver and Officers White, Martinez, Lozano and Martone to attend the Navigator Conference on April 24-29, 2022 in Nashville, TN.
Navigator is the main conference for Emergency Medical Dispatch, Emergency Fire Dispatch and Emergency Police Dispatch protocols. The Sheriff's Office Communications division is certified in and utilize two of the three protocols. This conference allows agencies from around the world to come together and learn new advancements with software, training, hiring, and team building, just among a few topics
Funding for registration and travel expenses, including airfare and hotel, will be paid for by the Capital Area Council of Governments (CAPCOG). Per diem fees will be paid for by the Sheriff's Office Continuing Education Fund.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the acceptance of a donation totaling $5,000.00 from Kinder Morgan, Inc. to the Sheriff's Office Drone Team and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

001-618-00.]

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

The Sheriff's Office Drone Team received a donation from Kinder Morgan, Inc. of $5,000.00. The vendor is requesting that the donation be used for law enforcement supplies and materials for the team. The team is requesting approval to use a portion of the funds for the purchase of two additional DJI mini drones, each valued at $600.00.

Budget Amendment
Increase Contributions
Increase Law Enforcement Supplies_Drone 00.5206_006 $3,800
Increase Law Enforcement Equipment Operating 00.5717_400 $1,200

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 Sheriff's Office to use existing funds to purchase motorcycle repair equipment, valued at $2,000.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	$2,000

LINE ITEM NUMBER

001-618-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On March 8, 2022 court approved the transfer of funds from Constable Precincts 2, 4 and 5 Offices to the Sheriff's Office Vehicle Maintenance & Repair general ledger to purchase necessary tools and equipment to perform maintenance and repairs to the Harley-Davidson motorcycle fleet.
At this time, Vehicle Maintenance is requesting to purchase equipment with a portion of these funds. The equipment includes: 1 (one) each motorcycle tire machine @ $513, tire balancer @ $909, and a zeus adapter kit @ $578. The total amount of purchase is just under $2,000 using Snap-On Industrial SourceWell Contract #: 013020-SNP .

Budget Amendment
Decrease Vehicle Maintenance & Repair
Increase Miscellaneous Equipment Operating

Quote

Submit to
Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

SourceWell # 013020-SNP

Quote Number	IMP-000783974
Quote Date	2/24/2022
Quote Expiration Date	4/25/2022
Customer Name	HAYS, COUNTY OF, TX HAYS, COUNTY OF,
Customer BP	201397341
Contact Name	Martin Gonzales
Email	martin.gonzales@co.hays.tx.us
Phone Number	(512) 757-7416
Sales Rep	BLANKMAN, RUSSELL S
Mobile #	210-274-9172
Email Address	Russell.S.Blankman@snapon.com
Customer Reference	Martin Gonzales

Ship Via	1 - UPS GROUND
Payment Terms	P30 - NET 30 DAYS
Ship to	201397341 HAYS, COUNTY OF, TX HAYS, COUNTY OF, 1307 UHLAND ROAD SAN MARCOS TX 78666
Bill to	201397337 HAYS, COUNTY OF, TX HAYS, COUNTY OF, PO BOX 906 SAN MARCOS TX 78667

Line Number	Part Number	Description	Quantity	Unit Net Price	Line Total
1	EAA0329G53A	MOTO ATV ADPTS MINUS 2 IN	1	$512.28	$512.28
2	EAA0260D80A	MOTORCYCLE ADAPTER KIT	1	$908.13	$908.13
3	EAK0347L01A	SIA KIT HARLEY DAVIDSON	1	$578.00	$578.00

Total Weight	26.01 lbs
Sub Total	$1,998.41
Shipping	$0.00
Tax	$0.00
Grand Total	$1,998.41

Tax and freight shown are estimates.
Applicable tax and freight will be charged to the Customer's account.
The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.
The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.
*Please provide vendor and pricing information to customer service on this part number.

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 enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

SUMMARY

Under Tex. Gov't Code § 2054.5191, effective June 14, 2019, all local government employees and elected officials who have access to a local government computer system or database must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

County officials and staff will have until July 29, 2022, to complete training for this annual requirement. The Human Resources staff will coordinate communication regarding the training and compliance requirements with DIR.

TEXAS ASSOCIATION *of* COUNTIES

Cybersecurity Course Enrollment Form for Counties

Under state law, Tex. Gov't Code § 2054.5191, effective June 14, 2019, all employees, elected officials, and appointed officials who have access to a local government computer system or database and use a computer to perform at least 25 percent of their duties must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC offers a free cybersecurity course that has been certified by DIR and fulfills the requirements of the law each year.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation, complete the enclosed form and return via email to SecurityTraining@county.org** or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2022. Enrollment is available on a rolling basis through July 29, 2022.

Printed Name _____

County Name _____

Authorized Signature _____

Date _____

Assigned Course Administrator

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses, and positions held. The designated individual will also be responsible for submitting requests to TAC staff to add and remove users from the training to ensure all required county personnel are delivered training.

The course administrator may request from TAC staff reports reflecting the course completion status of all participating county employees and elected officials.

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

County IT Administrator

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT Administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and electeds.

Name of IT Administrator: _____

Email of Registrant: _____

Phone Number of Registrant: _____

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 $700.00 of his Community Program Expense for a public Easter Egg Hunt on the Courthouse Grounds on April 15, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	$700

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

Funds will be used to purchase plastic easter eggs, candy, and easter baskets.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFQ 2022-Q04 Professional Land Surveying Services and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County, Texas (“County”) is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to maintain and further develop a pool of land surveying firms from which to choose to provide professional surveying services on an as-needed basis. As individual projects requiring land surveying are developed, Hays County Department Directors or Elected Officials, or the Commissioners Court, will choose from this pool of pre-qualified surveying firms.

Attached:
Solicitation: RFQ 2022-Q04 Professional Land Surveying Services
Attachment B: Firm Identification Packet

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFQ 2022-Q04 **Professional Land Surveying Services**	**Date Issued: March 24, 2022**

SOLICITATION

Respondents must submit Statement of Qualifications (SOQs) as listed: one (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct until: **1:00 p.m. local time April 14, 2022.**
SOQs received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this RFP must be received in writing no later than 5:00 on April 6, 2022.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
Issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: FHWA 1273
Attachment B: Firm Identification Packet
Attachment C: Pre-Qualified Professional Land Surveying Services Firms

I. RFQ Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form completed and signed, and Proposal

____ 2. Vendor Reference Form

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire completed and signed

____ 2. Code of Ethics signed

____ 3. HUB Practices signed

____ 4. House Bill 89 Verification signed and notarized

____ 5. Senate Bill 252 Certification

____ 6. Debarment & Licensing Certification signed and notarized

____ 7. Vendor/Bidder's Affirmation completed and signed

____ 8. Related Party Disclosure Form

____ 9. Appendix II – 2 CFR Part 200

____ 10. FHWA 1273 Certification

____ 11. DBE Commitment Agreement Form

____ 12. System for Award Management (www.SAM.gov) Entity Registration Page

____ 13. 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 delivered 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

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

II. Summary

1.	**Type of Solicitation:**	Request for Qualifications
2.	**Solicitation Number:**	RFQ 2022-Q04 Professional Land Surveying Services
3.	**Issuing Office:**	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, 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 Bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
5.	**Deadline for Responses:**	In issuing office no later than: **April 14, 2022; 1:00 p.m. Central Time (CT)**
6.	**Initial Contract Term:**	**June 2022: Pool Approval** **Contracts with work authorizations as needed and with approval by Commissioners Court**
7.	**Optional Contract Terms:**	**Annual opening and review**
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing@co.hays.tx.us
9.	**Questions & Answers:**	**Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than April 6, 2022; 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 ESBD 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 RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this

paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections or changes to this 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 (Antilobbying 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

March 24, 2022	Issuance of RFQ
April 6, 2022	Deadline for Submission of Questions (5:00 PM CT)
April 14, 2022	Deadline for Submission of Bids (1:00 PM CT) **Late bids will not be accepted.**
June 2022	Award of Statement of Qualifications

III. Specifications

A. Introduction

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to maintain and further develop a pool of land surveying firms from which to choose to provide professional surveying services on an as-needed basis. As individual projects requiring land surveying are developed, Hays County Department Directors or Elected Officials, or the Commissioners Court, will choose from this pool of pre-qualified surveying firms. The chosen firm will then negotiate a professional services agreement with Hays County to perform the required duties, which must be accepted and approved via Commissioners Court. Land Surveying services could include federally funded, state funded and locally funded projects. Incidental "small project" surveying tasks may also be assigned on an as-needed basis through Hays County's work order system.

The County intends to use this RFQ process to assist the County in efficiently selecting qualified professionals. Any firm may submit a response to this RFQ provided it is qualified to perform the scope of services described herein.

Be advised, the creation of a final "pre-qualification" list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the County. This list is being assembled for the purpose of ensuring that the County has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming projects are deemed necessary to proceed.

The County is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform services for the County.

B. Scope of Work

This "Request for Qualifications" is for general registered professional land surveying performed or supervised by a Texas registered professional land surveyor to include, but is not limited to traditional land surveying duties, right-of-way surveys, grading plans, topographic surveys, property corner locates, setting of roadway horizontal and vertical alignments, GPS/GIS associated assignments, deed research, general consultant services for civil engineering projects, plan preparation, plan review, subdivision plan review, and flood plain determinations.

The Surveyor shall be able to perform at the minimum the following tasks related to property surveys, if requested by Hays County: **(NOTE: All firms may not be capable of providing the below noted services. If your firm is capable and willing to provide any of the below service, a complete description of the nature of the services the firm is qualified to provide must be provided in your qualifications.)**

- Locate boundary lines, giving length and bearing on each straight line; interior angles; radius, point of tangency, and length of curved lines. Set iron pin (Monument at property corners where none exists; drive pin 18" into ground, mark with wood stake; state on drawing whether corners were found or set and describe each.
- Provide legal description, including measurements in recorded deeds for comparison with observed.
- Area in square feet if less than one acre, in acres (to .001 acre), if over one acre.
- Identify, jurisdiction and width of adjoining street and highways, width and how paved. Identity of landmarks.

- Plotted location of structures on the property and on adjacent property within 30 feet. Dimension perimeters in feet and inches to nearest ½. State character and number of stories. Dimension to property lines and other buildings. Vacant parcels shall be noted "Vacant".
- Encroachments, including cornices, belt courses, etc., either way across property lines.
- Fences and walls; describe and identify party walls and locate with respect to property lines.
- Recorded or otherwise known easements and right-of-way; state owner of right.
- Possibilities of prescriptive right-of-way and nature of each.
- Anticipated street widening.
- Individual lot lines and lot and block numbers. Street numbers of buildings.
- Sidewalks, curbs, gutters & drives on the block and extend to include the same across boundary streets.
- Building line and setback requirements, if any.
- Names of owners of adjacent property.
- Reconciliation or explanation of any discrepancies between survey and recorded legal description.
- Title searches and title reports
- Right of way acquisitions

All interested firms shall have sufficient, readily available resources in the form of experienced personnel, support services, and specialized subconsultants to carry out the work without delay or shortcomings. Services may be short duration and face paced. Therefore, in addition to having sufficient resources to complete selected tasks, the submitting firms must have capacity to complete work within time limits established by the County.

C. Current Pool Firms

Firms who were previously Pre-Qualified through the Professional Land Surveying Services solicitations (awarded via RFQ 2018-P09 and RFQ 2016-P03) only have to fill out the Firm Identification Form (Attachment B) unless they have gone through a major change in company structure, company bio or company leadership. If a pre-qualified firm has experienced any of these changes a new proposal is required.

The Firm Identification Form (Attachment B) will be emailed to all awarded firms who were previously pre-qualified through RFQ 2018-P09 and RFQ 2016-P03 Professional Land Surveying Services (Attachment C). Firms may also obtain the Firm Identification Form by downloading it from BidNet Direct, ESBD or CivicPlus Websites. The Firm Identification Form and all required information will be reviewed by the evaluation committee to ensure each firm still meets the requirements within the scope of work.

Any firm that is deemed unresponsive (did not submit form and required information) or is unable to perform the duties laid out in the scope of work will be removed from the Professional Land Surveying Services pool. The Firm Identification Form and all required information MUST be received by the submittal due date by one of the two methods outlined on the RFQ Submittal Checklist.

D. 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.

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

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

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.

E. Submittal Requirements

Vendor must deliver their statement of Qualifications (SOQ) to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Statement of Qualifications:

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

Electronic Statement of Qualifications:

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING STATEMENT OF QUALIFICATIONS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the SOQ, guaranteeing authenticity.

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

ACCEPT OR REJECT: 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. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County.

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: All SOQs 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.

F. Proposal Requirements

All statement of qualifications (SOQ) shall demonstrate the vendor(s) experience in performing the services laid out in the scope of work above. For the County representatives to accurately evaluate whether or not the respondent meets "Minimum Qualifications for All Respondent" and the "Specifications" SOQs shall Include:

- **Letter of Transmittal** signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- Brief general statement of qualifications that responds to the project introduction and scope of work provided above
- List of at least the last five (5) projects the firm has completed similar to the project described in this solicitation, including the name of the project, client contact, owner's total initial budget, total project cost, date of bid, scheduled completion date and actual completion date
- Organization Chart: Contain names, email address and phone numbers for the prime provider and any sub-providers if proposed for the team and their contract responsivities by work category.
- Contact information for at least three references
- Hays County Forms list on the Submittal Checklist (appendix materials)
- Resumes of personnel who will be involved (appendix materials)

SOQs shall not exceed twenty (20) pages (10 sheets front and back) in length. The following pages are not included in the 20-page count: Front and rear covers, Letter of Transmittal, Table of Contents, and Appendix Materials. Sheet size is limited to 8½" x 11" sheets only, using 12-point font. 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 SOQ must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

G. Evaluation Criteria

The award shall be made to the responsible respondents whose qualifications meet the requirements presented in this RFQ. 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.

The Evaluating Committee will evaluate firm qualifications based on a comprehensive set of criteria. Qualifications received shall be evaluated and ranked by the County according to the following criteria (**Maximum Total Points 100**):

1. **References** **20 points**
    - Satisfaction with services performed
    - Satisfaction with and responsiveness of Project Manager on similar projects

2. **Project History/Experience** **20 points**
    - Demonstrates experience with similar type contracts
    - Demonstrates ability to complete multiple projects for multiple clients in a timely manner

3. **Capability to Perform** **60 points**
    - Qualifications of Staff
    - Demonstrated experience of staff in service to local governments for surveying services
    - Knowledge of current TxDOT and Federal policy relating to surveying services
    - Clarity and brevity of the response
    - Proposed approach to project organization

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 statement of qualifications.

H. State of Texas federally approved DBE program

Hays County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. For some projects, Hays County may be required to set an aspirational goal, as recommended by the State, to secure a certain percentage of its competitively procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Regardless of the project, Hays County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFQ and may result in the termination of that agreement or the assertion of other remedies by Hays County.

I. Small, Minority and Women Business Enterprises

Affirmative Steps. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor.

1. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce,
6. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit statement of qualifications.

J. 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.

K. 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 a 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 a 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.

L. 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 statement of qualifications. 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 Contracts may be provided through the following sources: the County budget, State or Federal Funds, and/or Bond Funds. The County budget is approved by Commissioners Court for the fiscal year in which the contract is approved. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. County cannot guarantee the availability of funds and enters into contracts 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 a Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for a Contract for the following fiscal year of County, County may terminate a Contract after giving Contractor thirty (30) calendar days written notice that a 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 the Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by the 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 the 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 a contract, if any, shall be made Free on Board to final destination, at the address shown in the contract or as indicated on each Purchase Order placed against the 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 a 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 a 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 the 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. A 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 A CONTRACT OR

OTHERWISE AMEND A CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

b. Contractor shall submit all requests for changes to a 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 the 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 the 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 a 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 a Contract and may result in termination of the 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 a 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 a Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to the Contract if the assignment or transfer is made in compliance with the provisions of the Contract.
    c. Contractor remains responsible for the performance of the 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 a 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 the 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 a 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 the 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 a Contract unless expressly granted that specific authority by the Commissioners Court.
    b. All rights of County under a Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in a Contract shall not preclude the exercise of any other right or remedy under the 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 a 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 the 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 the 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 the 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 the Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate any 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 the 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 any 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 any 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 the contract by the Contracting Local Organization.
    b. That no portion of the work required by a contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the 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 a Contract. County may terminate any 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 the contract. If the 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 any 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 a 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 a 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 the 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 a 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), 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 the 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 the Contract. It is the expressed intention of the Parties to the 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. A Contract is governed by the laws of the United States of America and the State of Texas and all obligations under the Contract are performable in Hays County, Texas. Venue for any dispute arising out of the Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of a 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 any 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 the Contract.
    d. When any period of time is stated in a 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 a 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 a 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 a 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 a 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 a 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 the 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 a 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 the contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. Any 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 a 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 the contract.
    h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to any 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 a 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 a 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 any 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: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

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 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 if you have any questions, contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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 if Hispanic origin, Asian Americans and American Indians.

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

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

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

3. GUIDELINES

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

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

   c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

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

b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
   a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

   b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

   c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

   d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

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

(if other than Texas, Write state in here _____)

_____

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name

_____

Print Name of Company Representative

_____

Signature of Company Representative

_____

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; 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 above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date

_____

Solicitation number

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 (if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a 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 any 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 to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold, 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 effected 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) 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 exclusions 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." SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

XV. FHWA 1273-2 CERTIFICATION

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

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

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

XVI. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

Firm Identification Packet
RFQ 2022-Q04 Professional Land Surveying Services
Attachment B

This form MUST be completed by any firm who is currently in the Hays County Professional Land Surveying Services pool, awarded through RFQ 2016-P03, and RFQ 2018-P09. The Firm Identification Packet and all required information will be reviewed by the evaluation committee to ensure each firm still meets the requirements within the scope of work. Any firm that is deemed unresponsive (did not submit packet and required information) or is unable to perform the duties laid out in the scope of work will be removed from the Professional Land Surveying Services pool. **The Firm Identification Packet and all required information MUST be received by the submittal due date: April 14, 2022 @ 1:00 PM (CST).**

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

Submittal Checklist

1. Section A: Firm Information
2. Section B: Principle Personnel, Resumes and Organizational Chart
3. Section C: Project History/Experience
4. Section D: Required Forms
    - Certificate of Interest Parties
    - Conflict of Interest Questionnaire
    - Code of Ethics
    - HUB Practices
    - House Bill 89 Verification
    - Senate Bill 252 Certification
    - Debarment & Licensing Certification
    - Vendor/Bidder's Affirmation
    - Appendix II to Part 200
    - FHWA 1273-2 Certification
    - Related Party Disclosure Form
5. Any addenda applicable to this solicitation
6. System for Award Management (SAM.gov) Entity Registration page
7. Electronic submission of packet through BidNet Direct, or
8. One original of the packet 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

MUST be fully completed by Respondent

Section A: Firm Information
Firm Name
Address of Principal Place of Business
Mailing Address (if different than above)
Business Telephone Number
Business E-Mail Address
Contact Person & Title

Employer Identification Number	DUNS Number
Firm's TB Professional Land Surveying Number:	Number of Registered Land Surveyors:

List any additional former firm names:

In Compliance with the above, the undersigned offers and agrees to furnish all items or services awarded per this document and any previously awarded SOQs (RFQ 2018-P09 and/or RFQ 2016-P03). Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE OF THE PERSON AUTHORIZED TO CONDUCT NEGOTIATIONS ON BEHALF OF RESPONDENT IS MANDATORY.

Signature:	Date:
Print Name:	Title:
Phone Number:	Email Address:

Section B: Principle Personnel

If there are any new prime employees or sub-employees who will be working on Hays County projects that were not included in the original solicitation you MUST include a Resume for those employees. **Also, Include a current Organization Chart.**

Employee Name	Role	Years of Experience	Education	License

Section C: Updated Project History/Experience Provide three (3) projects from over the last three (3) years	
Project Name & Location	Project Description
Reference for project:	
Project Name & Location	Project Description
Reference for project:	
Project Name & Location	Project Description
Reference for project:	

Section D: Required Forms

Certificate of Interested Parties

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

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

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

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Code of Ethics for Hays County

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

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

    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

Hays County House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____
Signature of Company Representative Date

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

NOTARY SEAL

_____
Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____
Date

Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name

_____

Print Name of Company Representative

_____

Signature of Company Representative

_____

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; 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 above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date

_____

Solicitation number

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 (if other than Texas, Write state in here _____)

My commission expires: _____

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a 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 any 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

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold, 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 effected 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) 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 exclusions 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." SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

FHWA 1273-2 Certification

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

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

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

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

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

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

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

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for RFQ 2022-Q02 On-Call CE&I Professional Services and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County, Texas (“County”) is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to maintain and further develop a pool of consultants interested in providing on-site construction, engineering, inspection & testing, and other associated services related to the construction of improvements on various road improvement projects which may include federal funding. Other associated services include coordinate for access to adjacent properties, assist the County with detailed scheduling and construction progress documentation information for the Hays County Road improvement project website, and coordinate and attend weekly construction meetings related to construction of improvements on various road improvement projects.

Attached:
Solicitation: RFQ 2022-Q02 On-Call CE&I Professional Services
Attachment B: Firm Identification Packet

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFQ 2022-Q02 On-Call CE&I Professional Services	**Date Issued: March 24, 2022**

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:

2:00 p.m. local time April 14, 2022.

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

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on April 6, 2022.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

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

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

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

_____ _____
Hays County Judge Date

_____ _____
Hays County Clerk Date

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Attachment A: FHWA 1273

Attachment B: Firm Identification Packet

Attachment C: Pre-Qualified On-Call CE&I Firms

I. RFQ Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

____ 1. Solicitation, Offer and Award Form completed and signed, and Proposal

____ 2. Vendor Reference Form

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire completed and signed

____ 2. Code of Ethics signed

____ 3. HUB Practices signed

____ 4. House Bill 89 Verification signed and notarized

____ 5. Senate Bill 252 Certification

____ 6. Debarment & Licensing Certification signed and notarized

____ 7. Vendor/Bidder's Affirmation completed and signed

____ 8. Related Party Disclosure Form

____ 9. Appendix II – 2 CFR Part 200

____ 10. FHWA 1273 Certification

____ 11. DBE Commitment Agreement Form

____ 12. System for Award Management (www.SAM.gov) Entity Registration Page

____ 13. 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 delivered 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

OR

____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

II. Summary

1.	**Type of Solicitation:**	Request for Qualifications
2.	**Solicitation Number:**	RFQ 2022-Q02 On-Call CE&I Professional Services
3.	**Issuing Office:**	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, 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 Bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received.
5.	**Deadline for Responses:**	In issuing office no later than: **April 14, 2022; 2:00 p.m. Central Time (CT)**
6.	**Initial Contract Term:**	**June 2022: Pool Approval** **Contracts with work authorizations as needed and with approval by Commissioners Court**
7.	**Optional Contract Terms:**	annual opening and review
8.	**Designated Contact:**	Hays County Purchasing Email: purchasing@co.hays.tx.us
9.	**Questions & Answers:**	**Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than April 6, 2022; 5:00 p.m. CT. Telephone inquiries will not be accepted.** Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFQ, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10.	**Addenda**	Any interpretations, corrections or changes to this 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 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 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

March 24, 2022	Issuance of RFQ
April 6, 2022	Deadline for Submission of Questions (5:00 PM CT)
April 14, 2022	Deadline for Submission of Proposals (2:00 PM CT) **Late bids will not be accepted.**
June 2022	Anticipated award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to maintain and further develop a pool of consultants interested in providing on-site construction, engineering, inspection & testing, and other associated services related to the construction of improvements on various road improvement projects which may include federal funding. Other associated services include coordinate for access to adjacent properties, assist the County with detailed scheduling and construction progress documentation information for the Hays County Road improvement project website, and coordinate and attend weekly construction meetings related to construction of improvements on various road improvement projects.

The County intends to use this RFQ process to assist the County in efficiently selecting qualified professionals. Any entity may submit a response to this RFQ provided it is qualified to perform the scope of services described herein.

Be advised, the creation of a final on-call "pre-qualification" list shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the County. The list is being assembled for the purpose of ensuring that the County has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming projects are deemed necessary to proceed.

The County is issuing this RFQ in accordance with applicable laws that allow an agreement to be negotiated with a private entity that displays demonstrated competence and qualifications to perform services for the County.

Where state or federal funds are part of a project's funding, procedures for acquiring rights of way and easements must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, the ROW Relocation Assistance Manual and ROW Acquisition Manual by Texas Department of Transportation (TXDOT).

B. Background

Hays County's Road Improvement Projects include partnerships with local governments and the Texas Department of Transportation. Additional CE&I support may be assigned to assist County personnel in the inspection of residential subdivision street construction.

Hays County intends to supplement its in-house construction inspection program staff on assigned projects. All work will be performed on behalf of the County in accordance with TxDOT standards and procedures as specified in applicable Advanced Funding Agreements when such Agreements are executed for an improvement receiving State and/or Federal funds, or in accordance with County standards and procedures when an improvement is funded with local funds. In cases where CE&I efforts are needed for oversight of subdivision street construction funding will come from the Hays County Transportation Department budget.

The selected respondents will keep the County informed of the Contractor's operations in the field, especially issues that would affect safety, quality, schedule, and potential construction disputes. The selected respondents will have the authority to stop construction activity in response to emerging life safety issues.

The selected respondents will not control or direct the construction under the construction contract. Construction engineering, inspections, survey checks, and material testing operations will not relieve the Contractor of sole responsibility for the means and methods of construction, or for health or safety

precautions in connection with the work under the construction contract. The Design Engineer will remain responsible for design related services.

C. Scope of Work

The Services to be provided by the selected respondents include, but are not limited to, the following key services:

1. Provide all labor, equipment, tools, and incidentals to perform the Services.
2. Provide all Personal Protective Equipment (PPE), as necessary in performance of Services. PPE will meet all current standards set by OSHA and any additional project specific requirements at the direction of the County.
3. Provide vehicles clearly displaying company logos, mobile phones, and computer equipment system (i.e. laptop, computers and/or tablets) capable of performing the Services.
4. Online entry of documents into the County's document control system. The County will provide access to the project document control system. The selected respondent will become familiar with the operation of this system, as needed, and respect the confidentiality of all information provided to and available on this system.
5. Assist in the resolution of construction issues and conflicts and provide timely data to the County and the Contractor.
6. Provide quality control and assurance oversight for the construction of the project through construction engineering and management in accordance with the plans, specifications, and approved Construction Quality Management Plan to be developed by the selected respondent in collaboration with the County.
7. Maintain and retain project files for the duration of the Project.
8. Perform and report construction inspections of all operations related to structures, roadway, drainage, traffic (i.e. signs, striping, signals, illumination), and maintenance of traffic to ensure that the Contractor's work, including sequencing of work, is conducted in accordance with the approved contract documents. All inspectors should have a current OSHA-10 Card (safety training). Current and valid certifications, as required, will need to be submitted to the County throughout the Contract duration.
9. Review, monitor and recommend modifications to the Contractor's maintenance of traffic/traffic control operations according to applicable specifications and standards through the use of approved inspection reports.
10. Provide a Qualification Program for materials utilized for the construction of the Project in accordance with the Quality Acceptance Program (QAP). Maintain documentation of all qualified individuals who perform required tests for acceptance of materials.
11. Facilitate project meetings to assess progress, schedule, and the quality of services being provided as well as identify issues. The selected respondent will prepare agendas, meeting minutes, action items and follow-up action item status for each of the Project meetings and distribute to attendees and appropriate personnel.

Hays County intends to enter into contract with a prime provider to provide the above-referenced services. To be considered, a prime provider (or sub-provider(s) proposed on a team) can utilize the TxDOT pre-certified work category(s) to demonstrate their competency and experience in performing similar work. A respondent may also present examples of similar services being provided to cities and/or counties. If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 30% of the actual contract work. To be considered, a team must demonstrate that it has a Project Lead and the necessary support staff to provide the requested level of service for those assignments.

Any or all of the following TxDOT pre-certified work categories will be considered in evaluating respondent qualifications:

- 11.1.1 Roadway Construction Management and Inspection

- 11.2.1 Major Bridge Construction Management and Inspection
- 12.1 Material Testing
- 12.1.1 Asphaltic Concrete
- 12.1.2 Portland Cement Concrete
- 12.2.1 Plant Inspection and Testing
- 14.1.1 Soil Exploration
- 14.2.1 Geotechnical Testing
- 14.3.1 Transportation Foundation Studies
- 15.2.1 Design and Construction Survey

Engineer shall be required to:

- Work with County Staff, and other consultants to establish the Project program.
- Consider input provided by the Hays County Transportation Department and/or consultants designated by the Transportation Department.
- Review research and documentation provided by the Transportation Department.
- Meet with the Hays County Transportation Department and/or consultants designated by the Transportation Department as needed or requested during the course of the Project.
- Submit periodic Project Status Reports to Hays County, or its designees, to keep the County informed as to the progress of the project. These reports must accompany the Project invoices and shall be a condition for approval of the invoices. Reports shall be submitted no less often than every 30 days.
- For all documents that are produced electronically, provide an electronic copy by email attachment or on CD or other electronic media to the Director of Transportation (or his designee).

D. Current On-Call Firms

Firms who were previously pre-qualified through RFQ 2020-Q03 On-Call CE&I Professional Services (Attachment C) only have to fill out the Firm Identification Form (Attachment B) unless they have gone through a major change in company structure, company bio or company leadership. If a pre-qualified firm has experienced any of these changes a new proposal is required.

The Firm Identification Form (Attachment B) will be emailed to all awarded firms who were previously pre-qualified through RFQ 2020-Q03 On-Call CE&I Professional Services. Firms may also obtain the Firm Identification Form by downloading it from BidNet Direct, ESBD or CivicPlus Websites. The Firm Identification Form and all required information will be reviewed by the evaluation committee to ensure each firm still meets the requirements within the scope of work.

Any firm that is deemed unresponsive (did not submit form and required information) or is unable to perform the duties laid out in the scope of work will be removed from the On-Cal CE&I Professional Services pool. The Firm Identification Form and all required information MUST be received by the submittal due date by one of the two methods outlined on the RFQ Submittal Checklist.

E. Qualifications

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

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

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

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

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.

F. Proposal Requirements

All statement of qualifications (SOQ) shall demonstrate the vendor(s) experience in performing the services laid out in the scope of work above. For the County representatives to accurately evaluate whether or not the respondent meets "Minimum Qualifications for All Respondent" and the "Specifications" SOQs shall Include:

- **Letter of Transmittal** signed by the individual authorized to negotiate for and contractually bind the company.
- **Table of Contents**
- Brief general statement of qualifications that responds to the project introduction and scope of work provided above
- List of at least the last five (5) projects the firm has completed similar to the project described in this solicitation, including the name of the project, client contact, owner's total initial budget, total project cost, date of bid, scheduled completion date and actual completion date
- Organization Chart: Contain names, email address and phone numbers for the prime provider and any sub-providers if proposed for the team and their contract responsivities by work category.
- Contact information for at least three references
- Hays County Forms list on the Submittal Checklist (appendix materials)
- Resumes of personnel who will be involved (appendix materials)

SOQs shall not exceed twenty (20) pages (10 sheets front and back) in length. The following pages are not included in the 20-page count: Front and rear covers, Letter of Transmittal, Table of Contents, and Appendix Materials. Sheet size is limited to 8½" x 11" sheets only, using 12-point font. 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 SOQ must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted.

G. Submittal Requirements

Vendor must deliver their statement of Qualifications (SOQ) to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Statement of Qualifications:

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

Electronic Statement of Qualifications:

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING STATEMENT OF QUALIFICATIONS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the SOQ, guaranteeing authenticity.

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

ACCEPT OR REJECT: 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. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. All received RFQ submittals will become the property of the County.

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: All SOQs 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.

H. Evaluation Criteria

The award shall be made to the responsible respondent whose qualification is 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.

The Evaluating Committee will evaluate firm qualifications based on a comprehensive set of criteria. Qualifications received shall be evaluated and ranked by the County according to the following criteria: (Maximum Point Total 100)

1. **Previous Work Performance (Past 10 years) 30 points**
   - Describe the firm's experience in providing the services being requested in the "Background" and "Scope of Work" sections and in particular, indicate the firm's experience working on county and Texas Department of Transportation projects.
   - Provide a list and description of current on-going road projects in Texas and the associated client.
   - Provide a list of at least five (5) similar projects completed within the last 10 years or ongoing projects that have been initiated within the last five (5) years. The list should include the project location, description, project construction cost including base construction cost and total change order cost, description of change orders, construction

completion date, services provided by your firm for the project, and an owner contact name and phone number.

2. **Capacity to Perform Tasks** **20 points**
   - Explain the firm's capacity and availability to perform the Project.
   - Provide an outline and time frame for completing the services and setting appropriate deadlines.
   - Furnish the County with any additional information considered essential to your submission.
   - The Project Lead and key personnel identified may not be removed from the project team without approval from the County.

3. **Team's Experience** **20 points**
   - Give the location of the primary office(s) which will provide the service to the County.
   - Describe your team's organizational structure, including specific roles, responsibilities, and qualifications and location of the individuals who will do the work. Verify in the form of a written statement that the proposed team individuals are currently employed, either by the prime or sub-provider.

4. **Project Lead (Past 10 years)** **15 points**
   - Identify and describe the qualifications within the past 10 years of a Project Lead who demonstrates history and success with projects of similar scope, budgets, and clients as the project(s) described in this solicitation. The Project Lead must be licensed to practice in the State of Texas and shall be responsible for and in charge of all work performed on this project.

5. **Project Approach** **15 points**
   - Provide a brief project approach for addressing the needs and concerns identified on the assigned Hays County Road Improvement Projects.
   - Describe your firm's approach to and plan for mitigating impacts to existing infrastructure/improvements.
   - Identify anticipated deliverables and major milestones.
   - Explain your firm's quality control and quality assurance plan for CE&I professional services and how it relates to work performed by subconsultants, if any.

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.

I. Award of Contract

Upon review by the Evaluating Committee, recommendation will be made to the Hays County Commissioners Court of a final on-call "pre-qualification" list. The "pre-qualified" list of firms shall not be deemed as creating any type of contractual expectancy for the award of any contracts on the part of the County. The list is being assembled for the purpose of ensuring that the County has the ability to quickly negotiate contracts with competent and qualified entities in an efficient manner when upcoming projects are deemed necessary to proceed.

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.

J. Elements of Statement of Qualifications

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.

K. Preclusion of Work

The organizations selected and contracted under this procurement will not be eligible to enter into a contract as a Contractor or one of its Subcontractors for any construction contract subject to this solicitation. The County's existing GEC team (*HNTB Corporation*) is not eligible to compete for this contract.

L. State of Texas federally-approved DBE program

Hays County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. It is Hays County's aspirational goal to secure at least ten percent (10%) of its completely procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Hays County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFQ and may result in the termination of that agreement or the assertion of other remedies by Hays County.

M. 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 property owner. The property owner shall not pay for services that are unsatisfactory.

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

DISADVANTAGE BUSINESS ENTERPRISES (DBE) GOAL: The County is committed to providing contracting opportunities for disadvantaged business enterprises. A DBE goal has been set to guarantee that FHWA and TxDOT's policy of ensuring that DBE's have an opportunity to participate in the performance of contracts. The assigned DBE goal for this contract is 10%. The County strongly supports this program and encourages participation by disadvantaged business enterprises. Prime providers will be required to complete and submit a copy of the DBE Commitment Agreement Form (Attachment C) for each DBE listed within their organizational chart with their SOQ.

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 Contracts may be provided through the following sources: the County budget, State or Federal Funds, and/or Bond Funds. The County budget is approved by Commissioners Court for the fiscal year in which the contract is approved. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. County cannot guarantee the availability of funds and enters into contracts only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

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

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    County Auditor
    712 S Stagecoach Trail, Suite 1071
    San Marcos, Texas 78666
    d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or

submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.

e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch. 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:
    a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

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

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

15. ASSIGNMENT:
    a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.

b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

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

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

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

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

20. TERMINATION FOR CAUSE: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County

reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. DAVIS-BACON ACT – PREVAILING WAGE RATES: All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS: If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

24. CLEAN AIR – CLEAN WATER: The Contractor under this contract/subcontract agrees as follows:

a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

25. BYRD ANTI-LOBBYING CERTIFICATION: Contractor certifies, to the best of its knowledge and belief, that:
    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.
    c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
    d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

26. PROCUREMENT OF RECOVERED MATERIALS: The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including "procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines." Contractor agrees to ensure the County's compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, "Recovered Materials" means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

27. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in

addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

28. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

29. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

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

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

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

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

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: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

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 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 if you have any questions, contact Purchasing at 512-393-2283.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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 if Hispanic origin, Asian Americans and American Indians.

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

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

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

3. GUIDELINES

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

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

   c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

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

   b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

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

(if other than Texas, Write state in here _____)

_____
Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name

_____

Print Name of Company Representative

_____

Signature of Company Representative

_____

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; 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 above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date

_____

Solicitation Number

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
(if other than Texas, Write state in here _____)

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 to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold, 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 effected 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) 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 exclusions 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." SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

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 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Hays Employee/Former Hays Employee Name Title

_____

Name of Person Related Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

Firm Identification Packet
RFQ 2022-Q02 On-Call CE&I Professional Services
Attachment B

This form MUST be completed by any firm who was previously pre-qualified through RFQ 2020-Q03 On-Call CE&I Professional Services. The Firm Identification Packet and all required information will be reviewed by the evaluation committee to ensure each firm still meets the requirements within the scope of work. Any firm that is deemed unresponsive (did not submit packet and required information) or is unable to perform the duties laid out in the scope of work will be removed from the On-Call CE&I Professional Services pool. **The Firm Identification Packet and all required information MUST be received by the submittal due date by one of the two methods outlined on the RFQ Submittal Checklist.**

Submittal Checklist

1. Section A: Firm Information
2. Section B: Principle Personnel, Resumes and Organizational Chart
3. Section C: Project History/Experience
4. Section D: Required Forms
    - Certificate of Interest Parties
    - Conflict of Interest Questionnaire
    - Code of Ethics
    - HUB Practices
    - House Bill 89 Verification
    - Senate Bill 252 Certification
    - Debarment & Licensing Certification
    - Vendor/Bidder's Affirmation
    - Related Party Disclosure Form
    - Appendix II – 2 CFR Part 200
    - FHWA 1273 Certification
    - System for Award Management (www.SAM.gov) Entity Registration Page
5. Any addenda applicable to this solicitation
6. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered 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
   OR
7. One (1) original bid packet and one (1) digital copy on a thumb drive 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

MUST be fully completed by Respondent

Section A: Firm Information
Firm Name
Address of Principal Place of Business
Mailing Address (if different than above)
Business Telephone Number
Business E-Mail Address
Contact Person & Title

Employer Identification Number	DUNS Number
Firm's TB Professional Land Surveying Number:	Number of Registered Land Surveyors:

List any additional former firm names:

In Compliance with the above, the undersigned offers and agrees to furnish all items or services awarded per this document and any previously awarded SOQs (RFQ 2019-P03). Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE OF THE PERSON AUTHORIZED TO CONDUCT NEGOTIATIONS ON BEHALF OF RESPONDENT IS MANDATORY.

Signature:	Date:
Print Name:	Title:
Phone Number:	Email Address:

Section B: Principle Personnel

If there are any new prime employees or sub-employees who will be working on Hays County projects that were not included in the original solicitation you MUST include a Resume for those employees. **Also, Include a current Organization Chart.**

Employee Name	Role	Years of Experience	Education	License

Section C: Updated Project History/Experience Provide three (3) projects from over the last three (3) years	
Project Name & Location	Project Description
Reference for project:	
Project Name & Location	Project Description
Reference for project:	
Project Name & Location	Project Description
Reference for project:	

Section D: Required Forms

Certificate of Interested Parties

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

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

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

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Code of Ethics for Hays County

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

Hays County House Bill 89 Verification

I,_____(Person name), the undersigned representative of

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

_____ _____

Signature of Company Representative Date

On this_____day of_____, 20____, personally appeared_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

_____

Date

Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

_____

Company Name

_____

Print Name of Company Representative

_____

Signature of Company Representative

_____

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; 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 above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

_____

Print Name of Hays County Purchasing Representative

_____

Signature of Hays County Purchasing Representative

_____

Date

_____

Solicitation number

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
(if other than Texas, Write state in here _____)

My commission expires: _____

Vendor/Bidder's Affirmation

- Vendor/Bidder affirms that they are duly authorized to execute a 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 any 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

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

_____
Name of Vendor

_____ _____
Signature of Certifying Official Title of Certifying Official

_____ _____
Printed Name of Certifying Official Date

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

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

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

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

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

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold, 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 effected 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) 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 exclusions 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." SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director

of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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.

FHWA 1273-2 Certification

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

YES_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2022-B10 Winters Mill Parkway at RM 3237 Intersection and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County (County) issues this Invitation for Bid (IFB) to solicit bids to secure a contractor to perform installation of a new location traffic signal at Winters Mill Parkway at RM 3237 Intersection. As part of the traffic signal improvements, the project will also include the widening of the pavement and the lengthening of existing culverts to allow for the installation of a dedicated right turn lane and dedicated left turn lanes on RM 3237, as well as a dedicated right turn lane and through/left turn lane on Winters Mill Parkway.

Due to the size of the solicitation, IFB 2022-B10 Winters Mill Parkway at RM 3237 Intersection sent separately to the Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve specifications for IFB 2022-B09 RM 12 at RM 3237 and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Hays County (County) issues this Invitation for Bid (IFB) to solicit bids to secure a contractor to adjust the existing traffic signal at RM 12 at RM 3237 in Wimberley, TX. As part of the traffic signal improvements, the project will also include the widening of the pavement and the lengthening of the existing culverts to allow for the installation of a dedicated left turn and right turn lane on RM 12 onto RM 3237 and a dedicated right turn lane and dedicated left turn lane on RM 3237 onto RM 12.

IFB 2022-B09 RM 12 at RM 3237 Project Manual is too large to attached and was email to the 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

Accept a $5,000.00 grant on behalf of the Hays County Child Protective Board and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 22, 2022	N/A

LINE ITEM NUMBER

001-895-98-354]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

The Hays County Child Protective Board has received a grant from the City of San Marcos utilizing the county federal tax identification number as authorized.

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Hold a public hearing with possible action to reduce the current speed limit of 35 MPH to 25 MPH on Brangus Road and on Nature View Loop between Rutherford Drive and Brangus Road in Rutherford West subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In response to the results of a recent traffic study, there is a need to reduce the speed limit of 35 MPH to 25 MPH on Brangus Road & on Nature View Loop between Brangus Road and Rutherford Drive.

Brangus Rd & Nature View Loop (Rutherford West subd.)

Reduce existing 35 MPH speed limit to 25 MPH.

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 performance bond #LICX1192181 in the amount of $937,314.16 for Caliterra subd. Phase 3, Section 9, and the performance bond #LICX1209918 in the amount of $803,175.76 for Caliterra subd., Phase 4, Section 11.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

Two performance bonds were issued for these phases and sections of Caliterra subdivision that were not released when acceptance of the construction of the roads & drainage areas was approved. This action allows for their release back to the developer.

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 bonds #SU1157965 in the amount of $24,754.74 and #SU1157966 in the amount of $7,338.87 for Reunion Ranch subd., Phase 2, Section 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

Two maintenance bonds were issued for this section of Reunion Ranch subdivision that were not released when acceptance of the roads & drainage areas into the County Road Maintenance System was approved. This action allows for their release back to the developer.

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 LJA Engineering, Inc. to provide right-of-way acquisition services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 in Precinct 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 22, 2022	$300,000.00

LINE ITEM NUMBER

035-804-96-867.5632_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	SMITH	N/A

SUMMARY

The Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 (including future Roundabout) [20-867-034] will be moving forward with project development and requires ROW acquisition services to support the development of the project. LJA has been pre-qualified by Hays County for the requested services and was selected by Commissioners Court action on January 4, 2022 to provide the requested services for Darden Hill Phase 2 project. Work Authorization #1 in the amount of $289,000.00 will authorize preliminary title, appraisal, negotiation, title curative and closing services as well as preparation of condemnation packages for an estimated 23 parcels.

LJA Engineers, 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 a 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.

HAYS COUNTY
CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES

FIRM: **LJA Engineering, Inc. ("Contractor")**
ADDRESS: **2700 La Frontera Blvd., Ste. 150, Round Rock, Texas 78681**
PROJECT: **Darden Hill Phase 2 ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Contractor, and such Contract is for the purpose of contracting for right of way acquisition services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Contractor desire to contract for such professional Right of Way Acquisition services; and

WHEREAS, County and Contractor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. The Contractor will refer to the following documents:

A. Texas Landowners Bill of Rights
B. Design plans from the Engineer

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Contractor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Contractor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Contractor covenants and represents that Contractor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
RIGHT OF WAY COORDINATION SERVICES

Contractor shall perform Right of Way Coordination Services as identified in **Exhibit B** entitled "Right of Way Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. 1", to authorize

the Contractor to perform one or more tasks of the Right of Way Acquisition Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Contractor of all Right of Way Acquisition Services and a fee amount agreed upon by the County and Contractor. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Contractor's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Contractor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Contractor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Right of Way Acquisition Services take longer than shown on the Work Authorization, through no fault of Contractor, Contractor may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Contractor is expected to complete the Right of Way Acquisition Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Contractor does not perform the Right of Way Acquisition Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Right of Way Acquisition Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Right of Way Acquisition Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Contractor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Right of Way Acquisition Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Contractor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Right of Way Acquisition Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Contractor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Right of Way Acquisition Services required under this Contract in a professional manner.

C. Commencement of Right of Way Acquisition Services. After execution of this Contract, Contractor shall not proceed with Right of Way Acquisition Services until Contractor has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Contractor agrees to accept up to the amount shown below as full compensation for the Right of Way Acquisition Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Right of Way Acquisition Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is three-hundred thousand dollars ($300,000.00) (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Right of Way Acquisition Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Right of Way Acquisition Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Contractor shall receive compensation for only actual fees and costs of the Right of Way Acquisition Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Right of Way Acquisition Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Contractor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Right of Way Acquisition Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Right of Way Acquisition Services shall be an absolute condition of payment.

Contractor shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Contractor's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Contractor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Contractor shall be made while Right of Way Acquisition Services are in progress. Contractor shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Right of Way Acquisition Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Contractor shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Right of Way Acquisition Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Right of Way Acquisition Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Right of Way Acquisition Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Right of Way Acquisition Services performed. Contractor has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Contractor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Contractor shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Contractor will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Contractor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Contractor concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Contractor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Right of Way Acquisition Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Contractor the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF RIGHT OF WAY ACQUISITION SERVICES

The Contractor shall not proceed with any task of the Right of Way Acquisition Services until Contractor has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Right of Way Acquisition Services. The County shall not be responsible for work performed or costs incurred by Contractor related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Contractor shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Contractor written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Contractor in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Contractor's Designated Representative for purposes of this Contract is as follows:

LJA Engineering, Inc.
Attn: David Baylor
2700 La Frontera Blvd., Ste. 150
Round Rock, TX 78681

LJA Engineering, Inc.
Attn: Kenneth G. Schrock, P.E.
7500 Rialto Blvd., Building II, Ste. 100
Austin, TX 78735

Contractor shall have the right, from time to time, to change the Contractor's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Contractor under this Contract, the Contractor's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Contractor's Designated Representative on behalf of Contractor shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Contractor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Contractor's Designated Representative shall be binding on Contractor. Contractor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Contractor.

ARTICLE 10
PROGRESS EVALUATION

Contractor shall, from time to time during the progress of the Right of Way Acquisition Services, confer with County at County's election. Contractor shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Right of Way Acquisition Services. At the request of County or Contractor, conferences shall be provided at Contractor 's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Right of Way Acquisition Services. County may, from time to time, require Contractor to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Right of Way Acquisition Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Contractor to determine corrective action required.

Contractor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Right of Way Acquisition Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Right of Way Acquisition Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Right of Way Acquisition Services, but not to terminate this Contract, then such suspension may be effected by County giving Contractor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Right of Way Acquisition Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Right of Way Acquisition Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Contractor shall have the option of terminating this Contract and, in the event, Contractor shall be compensated for all Right of Way Acquisition Services performed and reimbursable expenses incurred, provided such Right of Way Acquisition Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Right of Way Acquisition Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Right of Way Acquisition Services performed or costs incurred prior to the date authorized by County for Contractor to begin Right of Way Acquisition Services, and/or during periods when Right of Way Acquisition Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL RIGHT OF WAY ACQUISITION SERVICES

If Contractor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Right of Way Acquisition Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Right of Way Acquisition Services, County shall so advise Contractor and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Right of Way Acquisition Services must be set forth in such Contract Amendment. Contractor shall not perform any proposed Additional Right of Way Acquisition Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Right of Way Acquisition Services, a written Work Authorization, which sets forth the Additional Right of Way Acquisition Services to be performed, must be executed by the parties. County shall not be responsible for actions by Contractor nor for any costs incurred by Contractor relating to Additional Right of Way Acquisition Services not directly associated with the performance of the Right of Way Acquisition Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED RIGHT OF WAY ACQUISITION SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Right of Way Acquisition Services or parts thereof which involve changes to the original Right of Way Acquisition Services or character of Right of Way Acquisition Services under this Contract, then Contractor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Right of Way Acquisition Services and paid for as specified under Article 12.

Contractor shall make revisions to Right of Way Acquisition Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Right of Way Acquisition Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Right of Way Acquisition Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Right of Way Acquisition Work Products") prepared by Contractor and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Contractor's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County, upon payment in full of all undisputed amounts owed to Contractor for services rendered,to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Contractor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Contractor hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Contractor. Contractor shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Contractor or anyone connected with Contractor, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Contractor without cost to County.

Upon execution of this Contract, Contractor grants to County permission to reproduce Contractor's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Contractor shall obtain similar permission from Contractor's subcontractors/subconsultants consistent with this Contract. If and upon the date Contractor is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project. Any modification to documents will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of the modified documents.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Contractor. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Right of Way Acquisition Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Right of Way Acquisition Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Right of Way Acquisition Work Products shall be at County's sole risk and without liability to Contractor and its Contractors.

Prior to Contractor providing to County any Right of Way Acquisition Work Products in electronic form or County providing to Contractor any electronic data for incorporation into the Right of Way Acquisition Work Products, County and Contractor shall by separate written contract set forth the specific conditions governing the format of such Right of Way Acquisition Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Contractor for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Contractor, the hardcopy shall prevail. Only printed copies of documents conveyed by Contractor shall be relied upon.

Contractor shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Contractor shall furnish and maintain, at its own expense, quarters for the performance of all Right of Way Acquisition Services, and adequate and sufficient personnel and equipment to perform the Right of Way Acquisition Services as required. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Right of Way Acquisition Services shall immediately be removed from association with the Project when so instructed by County. Contractor certifies that it presently has adequate qualified personnel in its employment for performance of the Right of Way Acquisition Services required under this Contract, or will obtain such personnel from sources other than County. Contractor may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Contractor shall not assign, subcontract or transfer any portion of the Right of Way Acquisition Services under this Contract without prior written approval from County. All

subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Contractor of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF RIGHT OF WAY ACQUISITION SERVICES

Contractor 's Right of Way Acquisition Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Contractor on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Right of Way Acquisition Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Contractor in writing within such thirty (30) day period if such Right of Way Acquisition Services have been found to be incomplete. If the submission is Complete, County shall notify Contractor and County's technical review process will begin.

If the submission is not Complete, County shall notify Contractor, who shall perform such professional services as are required to complete the Right of Way Acquisition Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Right of Way Acquisition Services for compliance with this Contract. If necessary, the completed Right of Way Acquisition Services shall be returned to Contractor, who shall perform any required Right of Way Acquisition Services and resubmit it to County. This process shall be repeated until the Right of Way Acquisition Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Contractor shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Right of Way Acquisition Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Contractor shall, without additional compensation, perform any work required as a result of Contractor 's development of the work which is found to be in error or omission due to Contractor's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Right of Way Acquisition Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Contractor's Right of Way Acquisition Services as Complete, Accepted, or having attained

Final Approved under this Contract, the decision of the County shall be final and binding on Contractor, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Contractor. **CONTRACTOR'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE CONTRACTOR BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE CONTRACTOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE RIGHT OF WAY ACQUISITION SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Contractor shall be grounds for termination of this Contract, and any increased costs arising from Contractor's default, breach of contract, or violation of contract terms shall be paid by Contractor.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Contractor, as a consequence of failure by Contractor to perform the Right of Way Acquisition Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Contractor, upon not less than thirty (30) days' written notice to Contractor.
- **E.** By satisfactory completion of all Right of Way Acquisition Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Contractor. In determining the value of the Right of Way Acquisition Services performed by Contractor prior to termination, County shall be the sole judge. Compensation for Right of Way Acquisition Services at termination will be based on a percentage of the Right of Way Acquisition Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Contractor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Contractor, then County shall give consideration to the actual

costs incurred by Contractor in performing the Right of Way Acquisition Services to the date of default, the amount of Right of Way Acquisition Services required which was satisfactorily completed to date of default, the value of the Right of Way Acquisition Services which are usable to County, the cost to County of employing another firm to complete the Right of Way Acquisition Services required and the time required to do so, and other factors which affect the value to County of the Right of Way Acquisition Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Contractor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Right of Way Acquisition Services to completion. In such case, Contractor shall be liable to County for any additional and reasonable costs incurred by County.

Contractor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Contractor in support of the Right of Way Acquisition Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Contractor shall furnish County with satisfactory proof of his/her/its compliance.

Contractor shall further obtain all permits and licenses required in the performance of the Right of Way Acquisition Services contracted for herein.

B. Taxes. Contractor will pay all taxes, if any, required by law arising by virtue of the Right of Way Acquisition Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

CONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST LIABILITES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER

CONTRACT WITH CONTRACTOR INCLUDING, WITHOUT LIMITATION, CONTRACTOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM CONTRACTOR'S FAILURE TO PAY CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY CONTRACTOR.

CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SUBJECT TO ARTICLE 25, SUBSECTION (K) ON LIMITATION OF LIABILITY. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM CONTRACTOR IS NOT LEGALLY LIABLE, CONTRACTOR'S OBLIGATIONS SHALL BE IN PROPORTION TO CONTRACTOR'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONTRACTOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONTRACTOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE CONTRACTOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONTRACTOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

CONTRACTOR'S RESPONSIBILITIES

Contractor shall be responsible for the accuracy of his/her/its Right of Way Acquisition Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Contractor's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Contractor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate Right of Way Acquisition submissions to County in accordance with the Texas Right of Way Acquisition Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Contractor must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Contractor, at Contractor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds (or such insurance should be satisfied through a blanket additional insured endorsement) under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. The deductibles will not exceed any amount which may impair the Contractor's ability to meet its financial obligations under the insurance policy.

D. Commencement of Work. Contractor shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Contractor shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Contractor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Contractor shall furnish County with a certification of coverage issued by the insurer. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Contractor shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Contractor, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Contractor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the cancellation, or non-renewal of a policy, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   701 Brazos, Suite 450
   Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Contractor shall be borne solely by Contractor, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

K. Limitation of Liability. To the fullest extent permitted by law, Contractor's total liability to County for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project or this Contract from any causes including, but not limited to, Contractor's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of the Contractor's applicable insurance policies.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Contractor for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Contractor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
CONTRACTOR'S ACCOUNTING RECORDS

Contractor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Right of Way Acquisition Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor further agrees that County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Contractor reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Contractor: LJA Engineering, Inc.
Attn: David Baylor
2700 La Frontera Blvd., Ste. 150
Round Rock, TX 78681

LJA Engineering, Inc.
Attn: Kenneth G. Schrock, P.E.
7500 Rialto Blvd., Building II, Ste. 100
Austin, TX 78735

With copy to: LJA Engineering, Inc.
Attn: General Counsel
3600 W. Sam Houston Pkwy. S., Ste. 600
Houston, TX 77042

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Contractor understands and agrees that time is of the essence and that any failure of Contractor to complete the Right of Way Acquisition Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Notwithstanding the foregoing, it being acknowledged that Contractor shall perform the services as expeditiously as is prudent considering the ordinary professional skill and care of a competent contractor. Contractor shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Contractor's standard of performance as defined herein. Where damage is caused to County due to Contractor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Contractor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Contractor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which

they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules. Notwithstanding any provision of this Contract to the contrary, anything to in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever To the extent permitted by law, any statutory remedies that are inconsistent with the provision of the Contract are waived.

D. Standard of Performance. The standard of care for all professional Right of Way Acquisition, consulting and related services performed or furnished by Contractor and its employees under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Contractor are made on the basis of information available to Contractor and on the basis of Contractor's experience and qualifications and represents its judgment as an experienced and qualified professional Contractor. However, since Contractor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Contractor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Contractor prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Contract, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this

Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto 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.

J. Independent Contractor Relationship. Both parties hereto, 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.

K. No Waiver of Immunities. 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.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds

currently available and authorized for expenditure to finance the costs of this Contract. Contractor understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Contractor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Contractor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Contractor shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Contractor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 35
STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS

As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.

SIGNATORY WARRANTY

The undersigned signatory for Contractor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Contractor, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

CONTRACTOR

Carlos A. Lopez, P.E.
2/21/2022

LJA ENGINEERING, INC.

By Kenneth G Schrock

Printed Name: Kenneth G. Schrock, P.E.

Title: Senior Vice President

Date: February 3, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Right of Way Acquisition Services (ROW)

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT 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 Contractor 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* 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 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 transactions* terminated for cause or default; and

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

LJA Engineering, Inc.
Name of Firm

Signature of Certifying Official

Kenneth G. Schrock
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

9.3 _____, 2022
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kenneth G. Schrock the Sr. Vice President of LJA Engineering, on behalf of said firm.

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

Notary Public in and for the
State of Texas

My commission expires: 12.22.25

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONTRACTOR
ROW ACQUISITION SERVICES FOR DARDEN HILL PHASE 2
FROM SAWYER RANCH ROUNDABOUT (PHASE 1) TO FM 1826

The Contractor may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- APPRAISALS
- NEGOTIATIONS
- PREPARATION OF AGREEMENTS
- RIGHT OF WAY ACQUISITION
- RELOCATION ASSISTANCE

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Right of Way Acquisition Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Contractor").

Part1. The Contractor will provide the following Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Contractor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Right of Way Acquisition Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Contractor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Contractor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Contractor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

CONTRACTOR:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Contractor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston TX 77024	**CONTACT NAME:** Jaye Reinertsen/Michelle Weweh **PHONE (A/C, No, Ext):** 713 490-4600 **FAX (A/C, No):** **E-MAIL ADDRESS:** Jaye.Reinertsen@usi.com
INSURED LJAENGIN LJA Engineering, Inc. **Additional Named Insureds Below** 3600 W Sam Houston Parkway S, Suite 600 Houston TX 77042	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** Hartford Fire Insurance Company — 19682 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** Lexington Insurance Company — 19437 **INSURER E :** Argonaut Insurance Company — 19801 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1158622459 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			61UUNOL5145	9/1/2021	9/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X BI/PD Ded: [ ] $10,000			61UENOL5146	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			61XHUOL5147	9/1/2021	9/1/2022	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002002511 928548620044	9/1/2021 9/1/2021	9/1/2022 9/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			031565496	9/1/2021	9/1/2022	$5,000,000 $5,000,000	Per Claim Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:

Berg-Oliver Associates, Inc.; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079

Horizon Environmental Services, Inc.; 1507 South IH 35; Austin, TX 78741

LJA Infrastructure, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

See Attached...

CERTIFICATE HOLDER

Hays County
111 E San Antonio Street
Suite 202
San Marcos TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LJAENGIN

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
USI Southwest	LJA Engineering, Inc. **Additional Named Insureds Below** 3600 W Sam Houston Parkway S, Suite 600 Houston TX 77042
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LJA Rail, LLC; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Surveying, Inc.; 3600 W Sam Houston Pkwy S, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 3600 W Sam Houston Pkwy S, Suite 150; Houston, TX 77042

LJA Environmental Services, LLC; 14701 St. Mary's Lane, Suite 400; Houston, TX 77042

David C. Baldwin, Inc. dba DCBA Landscape Architecture; 730 E. Park Blvd; Plano, TX 75704

GXT, Ltd & GenerationNext Telecommunications, Inc.

Ramos Consulting , LLC; 6720 Vaught Ranch Road, Suite 140, Austin, TX 78730

KDM Acquisition Services, Inc.;3600 W Sam Houston Pkwy S, Suite 600; Houston, TX 77042

General Liability Maximum Annual Aggregate limit $10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional Insured that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms HG0001 09/16 (includes ongoing operations) & CG2038 04/13 (GL); HA9916 03/12 (AL); XL0003 09/16 (UL).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); and WC420304B (WC).

The Umbrella Liability policy follows form to the underlying General, Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

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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.

1. 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.

2. 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:

   A. 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.

   B. 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.

   C. 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.

D. 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.

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

F. 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: Kenneth G Schrock

PRINT NAME & TITLE: Kenneth G. Schrock / Senior Vice President

COMPANY NAME: LJA Engineering, Inc.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

LJA Engineering, Inc.

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

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

n/a

Name of Officer

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

n/a

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

n/a

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

7 Kenneth D Schrock

Signature of vendor doing business with the governmental entity

1/20/22

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-841827

Date Filed:
01/20/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LJA Engineering, Inc.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
21-8081
Professional Engineering services for Darden Hill Phase 2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alford, Susan D.	Houston, TX United States	X	
McKee, Alan B.	Houston , TX United States	X	
Collins, Jeff P.	Houston, TX United States	X	
Ross, James D.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kenneth G. Schrock, and my date of birth is 4/27/1965.

My address is 7500 Rialto Blvd., Ste. 100 (street), Austin (city), TX (state), 78735 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 20 day of Jan. (month), 20 22 (year).

Kenneth G. Schrock
Signature of authorized agent of contracting business entity
(Declarant)

Hays County
House Bill 89 Verification

I, Kenneth G. Schrock (Person name), the undersigned representative of (Company or Business name) LJA Engineering, Inc. (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.*

9/28/2021
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 28 day of September, 2021, personally appeared Kenneth G. Schrock, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

JULIE MITCHELL
NOTARY PUBLIC
ID# 125213053
State of Texas
Comm. Exp. 12-22-2021

NOTARY SIGNATURE

9-28-21
Date

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

N/A

Employee Name Title

Section B: Former Hays County Employee

N/A

Employee Name Title Date of Separation from County

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

N/A

Employee or Former Employee Name Title

N/A

Name of Related Person Title Relationship

Section D: No Known Relationships

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

No relationships in accordance with the above exists or are known to exist.

Attach additional pages if necessary.

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

LJA Engineering, Inc.
Name of Vendor

Kenneth G Schrock
Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Kenneth G. Schrock
Printed Name of Certifying Official

1/18/2022
Date

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

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

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

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

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

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 Doucet and Associates, Inc. to provide project development services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout to FM 1826 in Precinct 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 22, 2022	$613,350.00

LINE ITEM NUMBER

035-804-96-867.5621_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	SMITH	N/A

SUMMARY

The Darden Hill Phase 2 project from Sawyer Ranch Roundabout to FM 1826 (including a possible future Roundabout at FM 1826) [20-867-034] will be moving forward with project development services. Doucet and Associates, Inc. was previously contracted for engineering services on Darden Hill Road from FM1826 to Sawyer Ranch Road on October 18, 2018, consisting of pavement widening to accommodate center turn lanes, widened shoulder and right turn lanes and related infrastructure, including driveways and drainage culverts to accommodate the improvements. Through Contract Amendment #1 and Supplemental #2 to Work Authorization #1 (approved August 11, 2020), the original project effort was limited to the Phase 1 Darden Hill at Sawyer Ranch Road Roundabout design. This new contract is intended to capture the remaining section of the initial project from the Sawyer Ranch Roundabout to FM 1826.

Work Authorization #1 under the new contract, in the amount of $557,594.00 will authorize schematic development, surveying, right-of-way (ROW) mapping, and public involvement for the widening and reconstruction of the continuation of the Darden Hill project from east of Sawyer Ranch Roundabout to the intersection of the FM 1826 proposed roundabout, including transitional lanes along FM 1826.

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Doucet and Associates, Inc. ("Engineer")**
ADDRESS: **7401B Hwy 71 West, Suite 160, Austin, Texas 78735**
PROJECT: **Darden Hill Road Widening & Roundabout Phase 2 from Sawyer Ranch Roundabout/Phase 1 to FM1826 ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Six Hundred Thirteen Thousand Three Hundred Fifty ($613,350)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Doucet and Associates, Inc.
Attn: John D. Doucet, P.E., LEED AP
7401B West Highway 71, Suite 160
Austin, Texas 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   701 Brazos, Suite 450
   Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: Doucet and Associates, Inc.
Attn: John D. Doucet, P.E., LEED AP
7401B West Highway 71, Suite 160
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto 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.

J. Independent Contractor Relationship. Both parties hereto, 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.

K. No Waiver of Immunities. 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.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

ENGINEER

Carlos A. Lopez, P.E.
3/15/2022

Doucet and Associates, Inc.

By_____

Printed Name: Amy Doucet

Title: President

Date: March _____ 9 ____, 20 22

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT 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 Engineer 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:

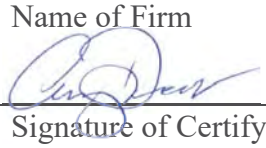
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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 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 transactions* terminated for cause or default; and

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

Doucet and Associates, Inc.
Name of Firm



Signature of Certifying Official

Amy Doucet
Printed Name of Certifying Official

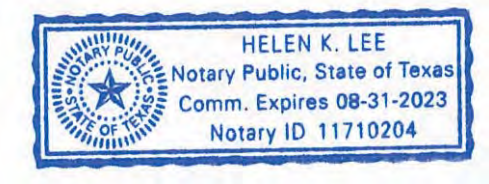
President
Title of Certifying Official

March 2, 2022
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Amy Doucet the President of Doucet & Associates, Inc.,on behalf of said firm.



Notary Public in and for the
State of Texas (signature)

My commission expires: 08-31-2023

EXHIBIT B
SERVICES TO BE PROVIDED BY THE Engineer

DESIGN SERVICES FOR DARDEN HILL ROAD WIDENING & TURN LANES PHASE 2 PROJECT FROM SAWYER RANCH ROUNDABOUT/PHASE 1 TO FM1826

1. GENERAL DESCRIPTION OF THE PROJECT:

2. **The project is a widening and reconstruction of Darden Hill Road From east of Darden Hill Roundabout Phase 1 to the intersection of FM 1826 proposed roundabout including transitional lanes along FM 1826.**

3. SCHEMATIC DESIGN PHASE SERVICES:

   a. This phase of the project generally consists of preparing documents, reports, and maps. Services may include, but are not limited to:

      - Project Management
      - Environmental
      - Survey and Data Collection
      - Stakeholder Involvement
      - Drainage Analysis
      - Operations analysis of Roundabout vs Intersection
      - Conceptual Typical section analysis
      - Roadway Schematic
      - Estimate
      - Constructability Review
      - Drainage and Water Quality Development
      - Miscellaneous Services (Permits and Approvals)

4. DESIGN PHASE SERVICES:

   a. This phase of the project generally consists of preparing construction plans, specifications, estimates, and contract documents. Services may include, but are not limited to:

      - Project Management
      - Plans, Specification and Estimates 60%, 90% and 100%
      - Miscellaneous Services (Permits and Approvals)

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 96019 DOUCEASC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Beazley Insurance Company, Inc.	37540
INSURER C : National Fire Insurance Co. of Hartford	20478
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Doucet & Associates, Inc.
7401B Hwy. 71 West #160
Austin, TX 78735

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			2087785945	10/17/2021	10/17/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			2087935018	10/17/2021	10/17/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			B2087786089	10/17/2021	10/17/2022	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab Claims Made & Reported Pol			C24DF3210401 Retro:06/19/92	10/17/2021	10/17/2022	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Land Surveyors, Inc.
Accusurve, Inc.
Earth Quest, Inc.
The General Liability policy(s) contain a blanket additional insured endorsement that provides additional insured status to the certificate when there is a written contract between the named insured and the
(See Attached Descriptions)

CERTIFICATE HOLDER

Hays County Auditor
c/o: Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status, but only in regard to work performed on or behalf of the named insured. The General Liability and Commercial Auto policy(s) contain a blanket waiver of subrogation endorsement that provides waiver of subrogation to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status, except where prohibited by law. The General Liability policy contains a blanket Primary and Non-Contributory endorsement in favor of the certificate holder when there is a written contract between the named insured and certificate holder that requires such status. The Umbrella policy is "follow-form" of the underlying General Liability and Commercial Auto Policy(s).

RE: Darden Hill Road Widening & Turn Lanes (FM 1826 to Sawyer Ranch Road) #DAPRJ 818048.

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.

1. 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.

2. 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:

   A. 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.

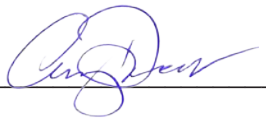
   B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

   C. 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.

D. 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.

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

F. 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: Amy Doucet, President

COMPANY NAME: Doucet & Associates, Inc.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A - We have no conflict of interest

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

12/14/21

Date

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-832597

Date Filed:
12/14/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doucet & Associates, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Darden Hill Phase 2
Darden Hill Road Widening & Turn Lanes Phase 2 from Sawyer Ranch Roundabout/Phase 1 to FM1826

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Doucet, Amy	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Amy Doucet, and my date of birth is 10/17/1960.

My address is 7401B West Highway 71, #160 (street), Austin (city), TX (state), 78735 (zip code), US (country).

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

Executed in Travis County, State of Texas, on the 14th day of December (month), 20 21 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Hays County
House Bill 89 Verification

I, Amy Doucet (Person name), the undersigned

representative of (Company or Business name) Doucet & Associates, Inc.

(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.*

12/14/21
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 14th day of December, 20 21, personally appeared

Amy Doucet, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

HELEN K. LEE
Notary Public, State of Texas
Comm. Expires 08-31-2023
Notary ID 11710204

NOTARY SIGNATURE

12/14/2021
Date

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

N/A

Employee Name Title

Section B: Former Hays County Employee

N/A

Employee Name Title Date of Separation from County

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

N/A

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

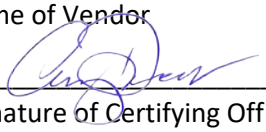
If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Doucet has no known relationships

Attach additional pages if necessary.

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

Doucet & Associates, Inc.
Name of Vendor


Signature of Certifying Official

President
Title of Certifying Official

Amy Doucet
Printed Name of Certifying Official

12/14/21
Date

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

Relationship of Consanguinity				
Person	**1st Degree**	**2nd Degree**	**3rd Degree***	**4th Degree***
	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		
Person	**1st Degree**	**2nd Degree**
	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

Discussion and possible action to authorize the County Judge to execute a Contract between Hays County and Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 in Precinct 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 22, 2022	$300,000.00

LINE ITEM NUMBER

035-804-96-867.5623_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcherding, P.E., Transportation Director	SMITH	N/A

SUMMARY

The Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 (including future Roundabout) [20-867-034] will be moving forward with project development and requires utility coordination services to support the development of the project. Cobb Fendley & Associates, Inc. has been pre-qualified by Hays County for the requested services and was selected by Commissioners Court action on January 4, 2022 to provide the requested services for the Darden Hill Phase 2 project. Work Authorization #1 in the amount of $272,772.00 will authorize utility adjustment coordination including coordination, utility engineering, status reports, site visits, and subsurface utility engineering for an anticipated eight (8) utilities long the project corridor.

Cobb, Fendley & Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2018-P16 on December 11, 2018. The process to initially select a 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.

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Cobb, Fendley & Associates, Inc.** **("Engineer")**
ADDRESS: **505 E. Huntland Drive, Suite 100**
Austin, Texas 78752
PROJECT: **Utility Coordination Services for Darden Hill Phase 2 ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Hundred Thousand Dollars ($300,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Cobb, Fendley & Associates, Inc.
Attn: Sandra G. Khoury, P.E.
505 E Huntland Drive, Suite 100
Austin, Texas 78752

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   With copy to: HNTB Corporation
   Attn: Carlos A. Lopez, P.E.
   701 Brazos, Suite 450
   Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: **Cobb, Fendley & Associates, Inc.**
Attn: Sandra G. Khoury, P.E.
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto 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.

J. Independent Contractor Relationship. Both parties hereto, 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.

K. No Waiver of Immunities. 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.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition

precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

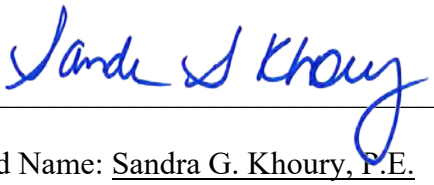
By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

ENGINEER

Cobb, Fendley & Associates, Inc.

Carlos A. Lopez, P.E.
2/25/2022

By 

Printed Name: Sandra G. Khoury, P.E.

Title: Senior Vice President

Date: February 22, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT 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 Engineer 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* 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 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 transactions* terminated for cause or default; and

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

Cobb, Fendley & Associates, Inc.
Name of Firm

Signature of Certifying Official

Sandra G. Khoury, P.E.
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

January 24, 2022
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Sandra G. Khoury, P.E. on the 24th day of January, 2022, on behalf of said firm.

Megan Lesher

Notary Public in and for the
State of Texas

My commission expires: 10/16/2023

EXHIBIT B

ENGINEERING SERVICES

SERVICES TO BE PROVIDED BY THE Engineer
UTILITY COORDINATION FOR DARDEN HILL PHASE 2
FROM SAWYER RANCH ROUNDABOUT (PHASE 1) TO FM 1826

The Engineer may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- PROJECT MANAGEMENT AND COORDINATION
- UTILITY PLANNING & RESEARCH
- SUBSURFACE UTILITY ENGINEERING (SUE)
- FIELD SURVEYING
- UTILITY ADJUSTMENT COORDINATION
- UTILITY ENGINEERING & DESIGN
- UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelly Brandman/Michelle Weweh	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No):
	E-MAIL ADDRESS: shelly.brandman@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : Travelers Property Cas. Co. of America	25674
	INSURER C : National Fire Insurance Co. of Hartford	20478
	INSURER D : Berkley Insurance Company	32603
	INSURER E :	
	INSURER F :	

INSURED
Cobb, Fendley & Associates, Inc.
13430 Northwest Frwy, Suite 1100
Houston, TX 77040

COVERAGES CERTIFICATE NUMBER: 34756963 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6072140890	07/10/2021	07/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]			6072140873	07/10/2021	07/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $10,000			ZUP21P28800	07/10/2021	07/10/2022	EACH OCCURRENCE AGGREGATE [ ]	$12,000,000 $12,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6072140842	07/10/2021	07/10/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liability			AEC904578206	07/10/2021	07/10/2022	$5,000,000 Per Caim $5,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies includes an automatic Additional Insured endorsement that provides Additional Insured status only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured (GL: CNA74858XX 1/15 ongoing and completed operations, CNA75079XX 10/16 A&E; AL: CNA71527XX 10/12).

(See Attached Descriptions)

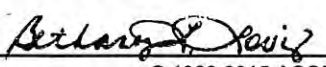
CERTIFICATE HOLDER

Hays County Auditor Attn:
Vickie G. Dorsett
712 S. Stagecoach Trail #1071
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SACT

DESCRIPTIONS (Continued from Page 1)

The General, Automobile, and Umbrella Liability policies contain a special endorsement with "Primary and Noncontributory" wording (GL: CNA74858XX 1/15; AL: CNA71527XX 10/12; UL: EU0001 7/16).

The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract (GL: CNA74858XX 1/15; AL: CA0444 10/13; WC: WC000313 04/84; BDP0417001).

The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy contains Excess Follows Form (EU0001 7/16). The Umbrella policy sits over the General, Auto, and Employers Liability coverages.

Contractual Liability for Railroads permitting work within 50 is included (CNA74858XX 1/15).

Description of Operations: Professional Utility Coordination Services for the Darden Hill, Phase 2 project.
Additional Insured Includes: Hays County and its directors, officers and employees.

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.

1. 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.

2. 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:

   A. 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.

   B. 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.

   C. 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.

D. 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.

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

F. 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: Sandra G Khoury

PRINT NAME & TITLE: Sandra G. Khoury, P.E. / Senior Vice President

COMPANY NAME: Cobb, Fendley & Associates, Inc.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7 Jana McKee

Signature of vendor doing business with the governmental entity

January 24, 2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-843135

Date Filed:
01/25/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Engineering Services Contract
Utility Coordination Services for Darden Hill Phase 2

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ami Goudie, and my date of birth is May 07, 1974.

My address is 13430 Northwest Freeway, Suite 1100 (street), Houston (city), Texas (state), 77040 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 25th day of January (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Hays County
House Bill 89 Verification

I, Sandra G. Khoury, P.E. (Person name), the undersigned representative of (Company or Business name) Cobb, Fendley & Associates, Inc. (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.*

January 24, 2022
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 24th day of January, 20 22, personally appeared Sandra G. Khoury, P.E., the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

MEGAN LESHER
Notary Public, State of Texas
Comm. Expires 10-16-2023
Notary ID 130405364

NOTARY SIGNATURE

January 24, 2022
Date

Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:
No known conflict of interest exists between Cobb, Fendley & Associates, Inc. and any current or former Hays County employees as described above.

Attach additional pages if necessary.

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

Cobb, Fendley & Associates, Inc.
Name of Vendor

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Sandra G. Khoury, P.E.
Printed Name of Certifying Official

January 24, 2022
Date

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

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

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

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

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

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 fiscal surety for the construction of street and drainage improvements in the amount of $547,941.86 for Driftwood Subdivision, Phase 2 (Bond # 800132233).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
BORCHERDING	SMITH	N/A

SUMMARY

The final plat for the Driftwood Phase 2 final plat has been reviewed under the interlocal cooperation agreement with the City of Dripping Springs and has been approved by County staff. While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Bond No. 800132233

SITE IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Driftwood Golf and Ranch Club , as Principal, and Atlantic Specialty Insurance Company, 605 Highway 169 North, Suite 800, Plymouth, MN 55441, a corporation organized and existing under the laws of the state of New York and authorized to transact business in the Texas, as Surety, are held and firmly bound unto the County of Hays, Texas, with an address of Hays County Judge, 111 East San Antonio Street, Suite 300, San Marcos, TX 78666, as Obligee, in the penal sum of Five Hundred Forty-Seven Thousand Nine Hundred Forty-One and 86/100 ($547,941.86) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has agreed to construct in the County of Hays, Texas the following improvements: Driftwood Subdivision, Phase Two – Paving, Drainage and Erosion Sedimentation Control improvements.

NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall well and truly perform said work in accordance with agreement (s) between Principal and Obligee during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 14th day of January, 2022.

Driftwood Golf and Ranch Club
Principal

By: _____ DRIFTWOOD PRESIDENT.
(Title)

Atlantic Specialty Insurance Company
Surety

By: _____
Brook T. Smith, Attorney-in-Fact

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of January, 2022.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

DRIFTWOOD SUBDIVISION, PHASE TWO FINAL PLAT

STATE OF TEXAS)(
COUNTY OF HAYS)(

KNOW ALL MEN BY THESE PRESENTS, THAT DRIFTWOOD GOLF CLUB DEVELOPMENT, INC. A DELAWARE CORPORATION, ACTING HEREIN BY AND THROUGH J. DAVID RHOADES, AUTHORIZED AGENT, OWNER OF 19.302 ACRES OF LAND, RECORDED IN DOCUMENT No. 21072139 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, OUT OF THE FREELOVE WOODY SURVEY No. 23, ABSTRACT No. 20, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 19.302 ACRES, TO BE KNOWN AS "DRIFTWOOD SUBDIVISION, PHASE TWO FINAL PLAT", 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 EASEMENTS SHOWN HEREON.

GOLF CLUB DEVELOPMENT, INC.
A DELAWARE COMPANY,

BY: J. DAVID RHOADES, AUTHORIZED AGENT
582 (THURMAN ROBERTS WAY.
DRIFTWOOD, TEXAS 78619

1-11-2022
DATE

STATE OF TEXAS)(
COUNTY OF HAYS)(

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J. DAVID RHOADES, AUTHORIZED AGENT, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF January, 2022. A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SANDRA B SWINNEY
Notary Public, State of Texas
Comm. Expires 03-23-2024
Notary ID 128931290

THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS: THAT I PREPARED THE PLAN SUBMITTED HEREWITH, AND THAT ALL INFORMATION SHOWN THEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF AND THAT SAID PLAN COMPLIES WITH ORDINANCE No. 1230.6 SETTING FORTH REQUIREMENTS AND OBLIGATIONS FOR SUBDIVISIONS IN THE CITY OF DRIPPING SPRINGS AND THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF HAYS COUNTY, TEXAS, EXCEPT FOR THOSE VARIANCES GRANTED BY THE COMMISSIONERS COURT.

WITNESS MY HAND THIS THE 11th DAY OF January 2022

TORY DUANE MILLER, P.E.
MURFEE ENGINEERING CO., INC.
1101 SOUTH CAPITAL OF TEXAS HIGHWAY
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746

STATE OF TEXAS
TORY DUANE MILLER
No. 135598
LICENSED
PROFESSIONAL ENGINEER

ENGINEER'S NOTES:

1. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
2. THE ENTIRETY OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, BUT IS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
4. A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF A ZONE "A" FLOOD HAZARD AREA AS DELINEATED ON HAYS COUNTY COMMUNITY PANEL MAPS #48209C0120 F, #48209C0140 F, #48209C0235 F, AND #48209C0255 F, EFFECTIVE DATE SEPTEMBER 2, 2005.

I GREGORY A. WAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF DRIPPING SPRINGS SUBDIVISION ORDINANCE AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

WITNESS MY HAND THIS THE 30th DAY OF June, 2021.

GREGORY A. WAY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4567 – STATE OF TEXAS
CAPITAL SURVEYING COMPANY, INC.
925 CAPITAL OF TEXAS HWY.
AUSTIN, TEXAS 78746

STATE OF TEXAS
REGISTERED
GREGORY A. WAY
4567
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS EXTRATERRITORIAL JURISDICTION.
2. THIS SUBDIVISION IS WITHIN THIS SUBDIVISION IS WITHIN ESD No. 1 AND ESD No. 6 AND THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
3. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN REAL 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.
4. NO FENCES SHALL BE PLACED SO AS TO IMPEDE THE FLOW OF DRAINAGE WITHIN AN EXISTING DRAINAGE WAY.
5. TOTAL ACREAGE OF DEVELOPMENT: 19.3018
   TOTAL ACREAGE OF LOTS: 19.3018
   INTENDED USE OF LOTS: RESIDENTIAL, DRAINAGE AND PRIVATE STREETS
   TOTAL NUMBER OF LOTS: 23 AVERAGE SIZE OF LOTS: 0.8321
   NUMBER OF LOTS: Greater than 10 acres 0
   Larger than 5, less than 10 1
   Between 2 & 5 acres 0
   Between 1 & 2 acres 2
   Less than an acre 20
6. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
7. WHILE THE WATER AVAILABILITY RULES ARE INTENDED TO PRESERVE AND PROTECT THE WATER RESOURCES OF HAYS COUNTY, THE COMMISSIONERS COURT OF HAYS COUNTY DOES NOT MAKE ANY WARRANTY – EXPRESSED, IMPLIED, OR OTHERWISE – THAT SUBDIVISIONS THAT COMPLY WITH THESE RULES WILL BE ABLE TO MEET THE WATER NEEDS OF THOSE PURCHASING LOTS WITHIN THE SUBDIVISION.
8. THIS SUBDIVISION IS SUBJECT TO THE DEVELOPMENT AGREEMENT REACHED BETWEEN THE CITY OF DRIPPING SPRINGS AND M. SCOTT ROBERTS, RECORDED IN VOLUME 3381, PAGE 708 AND THE AMENDED AND THE RESTATED DEVELOPMENT AGREEMENT RECORDED IN VOLUME 5150 PAGE 594, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AS AMENDED FROM TIME TO TIME. SITE DEVELOPMENT AND BUILDING PERMITS ARE REQUIRED FOR COMMERCIAL DEVELOPMENT.
9. THE OWNER WILL ALLOW THE RIGHT-OF-ENTRY TO THE CITY, UTILITY OR PUBLIC SERVICE PROVIDERS AND EMERGENCY VEHICLES AS NECESSARY.
10. DEVELOPMENT IN THE WATER QUALITY BUFFER ZONE IS PROHIBITED PER THE CITY'S WATER QUALITY PROTECTION ORDINANCE.
11. THIS SUBDIVISION IS WITHIN THE JURISDICTION OF THE DRIFTWOOD ECONOMIC DEVELOPMENT MUNICIPAL MANAGEMENT DISTRICT.
12. THIS PLAT AND SUBSEQUENT SITE DEVELOPMENT PLANS SHALL COMPLY WITH THE MOST CURRENT INTERNATIONAL FIRE CODE AS ADOPTED AND AMENDED BY THE EMERGENCY SERVICE DISTRICT No. 6 OR ITS SUCCESSORS.
13. HOMEOWNERS ASSOCIATION MAINTAINED STREETS: DRIFTWOOD GOLF CLUB DEVELOPMENT, INC, BY FILING OF THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION: VOLMERING LANE AND THIELEPAPE COVE UNTIL AND UNLESS DRIFTWOOD GOLF CLUB DEVELOPMENT, INC, AND/OR THE DRIFTWOOD PROPERTY ASSOCIATION HAS IMPROVED THE ROADWAY TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROAD HAS BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE COUNTY COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. DRIFTWOOD GOLF CLUB DEVELOPMENT, INC, AND ALL FUTURE OWNERS OF THE PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE DRIFTWOOD PROPERTY OWNERS ASSOCIATION, INC. FOR FUTURE MAINTENANCE AND REPAIR OF THE ROAD AND STREETS SHOWN IN THIS SUBDIVISION.
14. THIS SUBDIVISION IS SUBJECT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS AS REFERRED TO IN DOCUMENT No. 15007648 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
15. THIS SUBDIVISION IS UNDER THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT,(HTGCD).
16. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL NOT BE 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.

SUBDIVISION PLAT NOTES:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL OR 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.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
3. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAASBEEK, R.S., C.F.M. DATE
"HAYS COUNTY FLOODPLAIN ADMINISTRATOR"

MARCUS PACHECO, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS)(
COUNTY OF HAYS)(
CITY OF DRIPPING SPRINGS)(

THIS PLAT, FINAL PLAT OF THE DRIFTWOOD SUBDIVISION, PHASE TWO, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED, THIS THE _____ DAY OF _____, 2022.

BY: _____
MIM JAMES
PLANNING & ZONING COMMISSION CHAIRPERSON

ATTEST: _____
ANDREA CUNNINGHAM, CITY SECRETARY

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.

MARCUS PACHECO, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS)(
COUNTY OF HAYS)(

I, ELAINE HANSON CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 2022, AT __ O'CLOCK _.M., AND DULY RECORDED ON THE ___ DAY OF _____, 2022, AT __ O'CLOCK _.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. _____

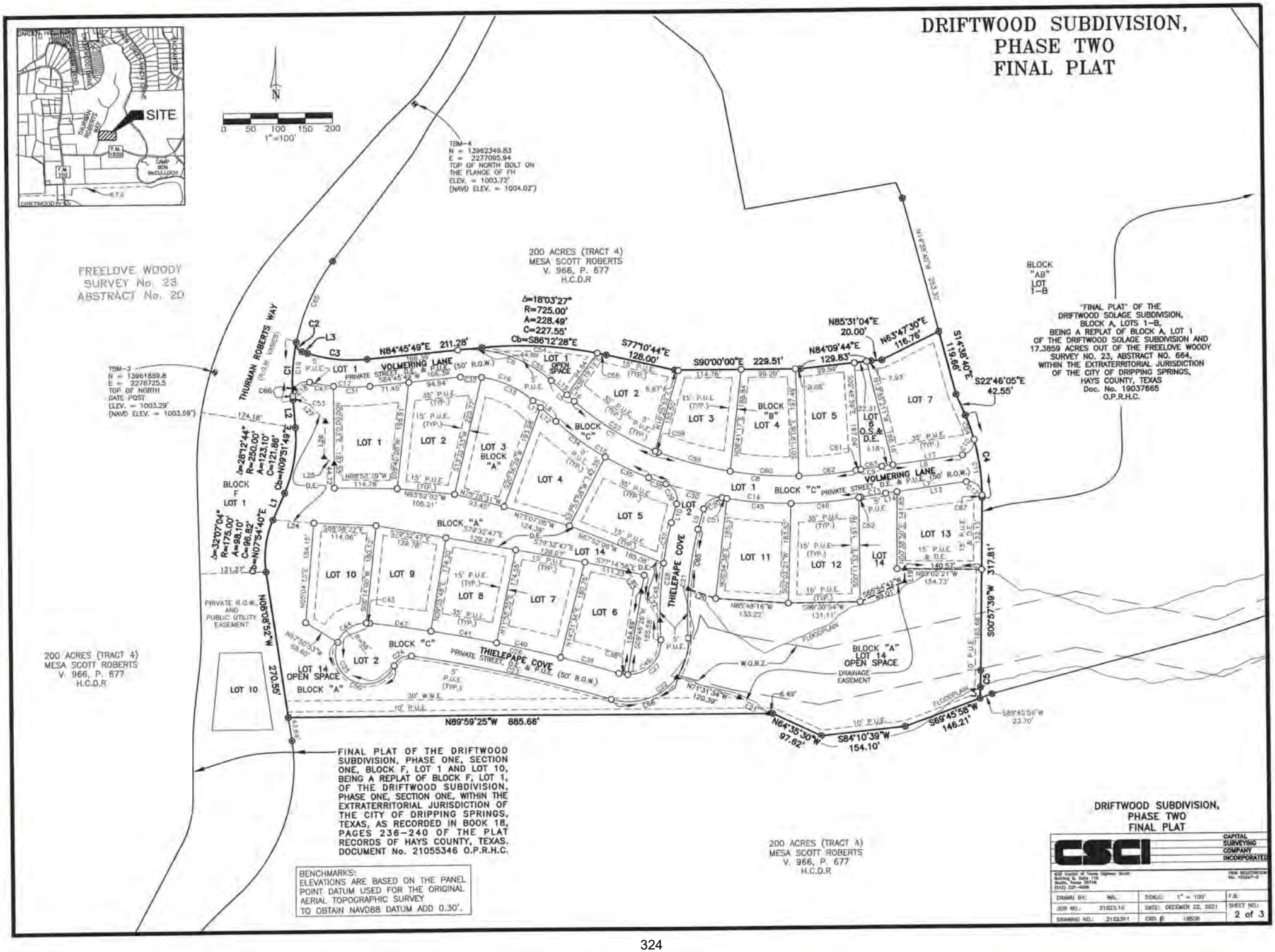
ELAINE HANSON CARDENAS
COUNTY CLERK, HAYS COUNTY, TEXAS

DRIFTWOOD SUBDIVISION, PHASE TWO

CSCI CAPITAL SURVEYING COMPANY INCORPORATED
925 Capital of Texas Highway South, Building B, Suite 110, Austin, Texas 78746, (512) 327-4008
FIRM REGISTRATION No. 101287-10

DRAWN BY: WAL	SCALE: 1" = 100'	F.B.	
JOB NO.: 21523.10	DATE: DECEMBER 23, 2021	SHEET NO.:	1 of 3
DRAWING NO.: 21523P1	CAD #: 16508		

DRIFTWOOD SUBDIVISION, PHASE TWO FINAL PLAT



DRIFTWOOD SUBDIVISION, PHASE TWO FINAL PLAT

CAPITAL SURVEYING COMPANY INCORPORATED

DRAWN BY: WA.	SCALE: 1" = 100'	F.B.	
JOB NO.: 21823.10	DATE: DECEMBER 22, 2021	SHEET NO.: 2 of 3	
DRAWING NO.: 21823P1	CKD. JP 18508		

DRIFTWOOD SUBDIVISION, PHASE TWO FINAL PLAT

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	16°19'00"	375.00'	106.79'	106.43'	N03°54'57"E
C2	84°22'00"	15.00'	22.09'	20.15'	S30°06'34"E
C3	22°56'38"	275.00'	110.12'	109.39'	S83°45'53"E
C4	23°43'44"	375.00'	155.31'	154.20'	S10°54'13"E
C5	1°48'33"	975.00'	30.79'	30.79'	S01°51'55"W
C6	47°46'30"	222.00'	185.11'	179.79'	S71°20'56"E
C7	21°25'25"	484.00'	180.97'	179.92'	S58°10'24"E
C8	30°35'28"	688.00'	367.33'	362.99'	S84°10'50"E
C9	1°47'11"	1525.00'	47.55'	47.55'	N81°25'01"E
C10	88°35'45"	25.00'	38.66'	34.92'	N38°00'45"E
C11	15°45'48"	375.00'	103.17'	102.85'	S07°37'15"E
C12	97°57'00"	25.00'	42.74'	37.72'	N48°42'52"W
C13	1°47'11"	1475.00'	45.99'	45.99'	S81°25'01"W
C14	30°35'28"	738.00'	394.03'	389.37'	N84°10'50"W
C15	21°25'25"	534.00'	199.67'	198.51'	N58°10'24"W
C16	47°46'30"	172.00'	143.42'	139.30'	N71°20'56"W
C17	19°34'53"	325.00'	111.07'	110.53'	N85°26'45"W
C18	107°30'57"	25.00'	46.91'	40.33'	S50°35'13"W
C19	15°14'43"	375.00'	99.78'	99.48'	N04°27'06"E
C20	82°22'39"	30.00'	43.13'	39.51'	S59°06'35"W
C21	17°48'50"	650.00'	202.09'	201.28'	S05°34'53"W
C22	110°14'35"	110.00'	211.65'	180.48'	S51°47'46"W
C23	8°15'35"	2592.00'	373.66'	373.34'	N77°12'44"W
C24	74°42'59"	30.00'	39.12'	36.41'	S61°17'58"W
C25	252°52'41"	56.00'	247.16'	90.10'	N29°37'11"W
C26	10°05'53"	2642.00'	465.64'	465.03'	S78°07'53"E
C27	110°14'35"	60.00'	115.45'	98.44'	N51°47'46"E
C28	17°48'49"	700.00'	217.64'	216.76'	N05°34'53"E
C29	87°41'22"	30.00'	45.91'	41.56'	N27°38'25"W
C30	8°12'59"	738.00'	105.83'	105.74'	S75°35'36"E
C31	11°44'13"	325.00'	66.58'	66.46'	S89°21'38"E
C32	12°59'15"	172.00'	38.99'	38.90'	S88°44'34"E
C33	34°47'15"	172.00'	104.43'	102.83'	S64°51'19"E
C34	11°56'13"	534.00'	111.72'	111.52'	S53°27'18"E
C35	9°26'11"	534.00'	87.95'	87.85'	S64°10'01"E
C36	2°36'00"	738.00'	33.49'	33.49'	S70°11'06"E
C37	6°13'02"	700.00'	75.96'	75.92'	S11°22'47"W
C38	15°41'23"	60.00'	16.43'	16.38'	N80°55'38"W
C39	2°23'29"	2642.00'	110.28'	110.27'	N74°16'42"W
C40	2°35'59"	2642.00'	119.87'	119.86'	N76°46'25"W
C41	2°38'59"	2642.00'	122.18'	122.17'	N79°23'54"W
C42	2°27'26"	2642.00'	113.31'	113.30'	N81°57'07"W
C43	6°06'51"	56.00'	5.98'	5.97'	N86°14'17"W
C44	68°31'20"	56.00'	66.97'	63.05'	S56°26'40"W
C45	9°08'09"	738.00'	117.68'	117.55'	S84°58'10"E
C46	9°39'39"	738.00'	124.44'	124.29'	N85°37'56"E
C47	7°50'39"	325.00'	44.49'	44.46'	S79°34'38"E
C48	11°35'47"	700.00'	141.68'	141.44'	S02°28'22"W
C49	94°33'12"	60.00'	99.02'	88.16'	S43°57'04"W
C50	178°14'31"	56.00'	174.21'	111.99'	S66°56'16"E
C51	0°41'59"	736.00'	9.01'	9.01'	S80°03'06"E
C52	0°16'41"	738.00'	3.58'	3.58'	N80°39'44"E
C53	1°04'17"	375.00'	7.01'	7.01'	N03°42'24"W
C54	16°43'03"	725.00'	211.54'	210.79'	S86°52'40"E
C55	47°46'30"	222.00'	185.11'	179.79'	N71°20'56"W
C56	1°20'24"	725.00'	16.96'	16.96'	S77°50'57"E
C57	20°43'27"	484.00'	175.07'	174.11'	N57°46'25"W
C58	11°21'32"	688.00'	136.40'	136.17'	N74°33'52"W
C59	0°41'57"	484.00'	5.91'	5.91'	N68°32'09"W
C60	10°31'08"	688.00'	126.31'	126.13'	N85°30'12"W
C61	0°20'11"	1525.00'	8.95'	8.95'	S80°41'31"W
C62	8°42'49"	688.00'	104.63'	104.53'	S84°52'50"W
C63	1°27'01"	1525.00'	38.60'	38.60'	S81°35'07"W
C64	7°15'56"	375.00'	47.55'	47.52'	S19°08'08"E
C65	9°49'52"	650.00'	111.53'	111.39'	N09°34'22"E
C66	70°23'57"	110.00'	135.16'	126.81'	S71°43'05"W
C67	0°42'00"	375.00'	4.58'	4.58'	S00°38'37"W
C68	33°10'31"	25.00'	14.48'	14.27'	N13°25'00"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N23°58'11"E	53.58'
L2	N04°14'33"W	51.42'
L3	S72°17'33"E	10.71'
L4	S02°46'12"W	20.69'
L5	S47°27'41"E	56.63'
L6	N82°18'37"E	148.99'
L7	S82°18'37"W	149.10'
L8	N47°27'42"W	56.63'
L9	S16°12'17"W	38.93'
L10	N16°10'08"E	36.08'
L11	S47°27'42"E	18.94'
L12	S47°27'42"E	37.69'
L13	N82°18'37"E	128.17'
L14	N82°18'37"E	20.92'
L15	N47°27'41"W	38.89'
L16	N47°27'42"W	17.74'
L17	S82°18'37"W	128.44'
L18	S82°18'37"W	20.55'
L19	S00°57'39"W	23.60'
L20	N70°09'01"W	53.03'
L21	N60°57'57"W	61.83'
L22	N32°14'55"W	63.28'
L23	N32°14'58"W	43.62'
L24	N84°59'36"W	74.97'
L25	N57°13'10"W	22.07'
L26	N02°46'50"E	65.88'
L27	N42°28'27"W	83.24'

Block A – 14 Lots	
Lot	Acres
1	0.5471
2	0.5673
3	0.5233
4	0.5061
5	0.5197
6	0.5007
7	0.5039
8	0.5018
9	0.5043
10	0.5044
11	0.5261
12	0.5438
13	0.5429
14*	6.6641
TOTAL	13.4555

*DENOTES OPEN SPACE

Block B – 7 Lots	
Lot	Acres
1*	0.1840
2	0.5034
3	0.5086
4	0.5036
5	0.5040
6*	0.1828
7	0.7070
TOTAL	3.0934

*DENOTES OPEN SPACE

Block C – 2 Lots	
Lot	Acres
1	1.5321
2	1.2208
TOTAL	2.7529

Block C – 2 Lots				
Private Street, Drainage and Public Utility	Classification	Linear Ft.	Width	Acres
VOLMERING LANE (LOT 1, BLOCK "C")	LOCAL	1325	50.00'	1.5321 Ac.
THIELEPAPE COVE (LOT 2, BLOCK "C")	LOCAL	975	50.00'	1.2208 Ac.
Total Right of Way		2300		2.7529 Ac.

BLOCK "A"	13 Single Family Lots	6.7914 Ac.
BLOCK "A"	1 Open Space Lot	6.6641 Ac.
BLOCK "B"	5 Single Family Lots	2.7266 Ac.
BLOCK "B"	2 Open Space Lots	0.3668 Ac.
Total Single Family Lots 18		9.5182 Ac.
Total Right of Way		2.7529 Ac.
Total Acreage of Subdivision		19.3018 Ac.

DRIFTWOOD IMPERVIOUS COVER (IC)						
	TOTAL AC	IC (AC) ROADS	IC (AC) LOTS*	IC (AC) LOTS W/ RAINWATER CAPTURE CREDIT	TOTAL IC (AC) W/ RAINWATER CAPTURE CREDIT	% IC
PHASE ONE, SECTION ONE	37.07	3.97	4.98	2.49	6.46	17%
PHASE ONE, SECTION TWO	119.51	2.50	4.98	2.49	4.99	4.2%
PHASE ONE PRELIM REVISED	42.17	3.66	3.21	1.61	5.27	12.5%
PHASE TWO	19.3	0.11	2.89	1.45	1.56	8.1%
CLUB CORE, PH. 1	10.1	0.52	0.89	0.45	0.97	9.6%
CLUB CORE, PH. 2	5.34	1.17	1.21	0.61	1.78	33.2%
CLUB CORE, PH. 3	3.00	0.79	0.70	0.35	1.14	38.0%
TOTAL	236.49	12.72	18.87	9.44	22.16	9.4%

*Assumes 7000 SF IC/LOT w/o Rainwater Capture Credit for Residential
*Assumes 5000 SF IC/LOT w/o Rainwater Capture Credit for Club Core

DRIFTWOOD SUBDIVISION
PHASE TWO
FINAL PLAT

CSCI CAPITAL SURVEYING COMPANY INCORPORATED

DRAWN BY: WH | SCALE: 1" = 100' | F.B.
JOB NO.: 18512.16 | DATE: DECEMBER 23, 2021 | SHEET NO.: 3 of 3
DRAWING NO.: 18512PS | ORD #: 18538

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-1733-NP Prairie Lakes Subdivision, Preliminary Plan (655 Lots). Discussion and possible action to approve the preliminary plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

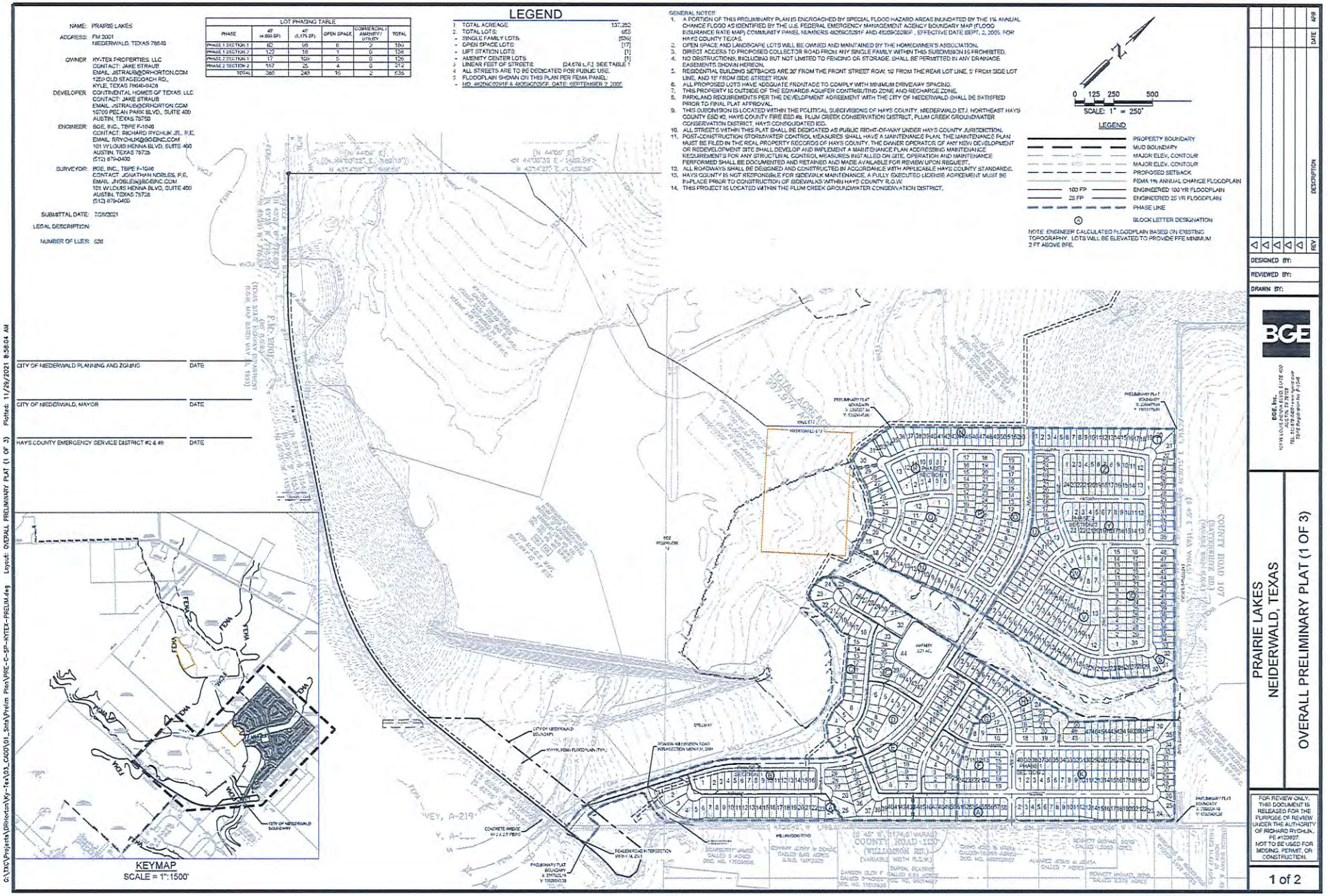
PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	JONES	N/A

SUMMARY

Prairie Lakes Subdivision is a proposed 655 lot subdivision across 201.49 acres located off of Williamson and Satterwhite Roads in Precinct 2. Out of the 655 total lots, 636 are intended for single family residential use, 16 lots for open space, and 2 commercial, amenity or utility lots.

Water services is being provided by Goforth Special Utility District. Wastewater treatment service is being provided by East Hays County MUD No. 1.


NAME: PRAIRIE LAKES
ADDRESS: FM 2001 NIEDERWALD, TEXAS 78640
OWNER: KY-TEX PROPERTIES, LLC CONTACT: JAKE STRAUB EMAIL: JSTRAUB@DRHORTON.COM 1250 OLD STAGECOACH RD., KYLE, TEXAS 78640-9428
DEVELOPER: CONTINENTAL HOMES OF TEXAS, LLC CONTACT: JAKE STRAUB EMAIL: JSTRAUB@DRHORTON.COM 10700 PECAN PARK BLVD., SUITE 400 AUSTIN, TEXAS 78572
ENGINEER: BGE, INC., TBPE F-1046 CONTACT: RICHARD RYCHLIK JR., P.E. EMAIL: RRYCHLIK@BGEINC.COM 101 W LOUIS HENNA BLVD, SUITE 400 AUSTIN, TEXAS 78728 (512) 879-0400
SURVEYOR: BGE, INC., TBPE F-1046 CONTACT: JONATHAN NOBLES, P.E. EMAIL: JNOBLES@BGEINC.COM 101 W LOUIS HENNA BLVD, SUITE 400 AUSTIN, TEXAS 78728 (512) 879-0400
SUBMITTAL DATE: 7/26/2021
LEGAL DESCRIPTION:
NUMBER OF LUES: 636
LOT PHASING TABLE
PHASE | 40' (4,600 SF) | 45' (5,175 SF) | OPEN SPACE | COMMERCIAL / AMENITY / UTILITY | TOTAL
PHASE 1 SECTION 1 | 60 | 96 | 6 | 2 | 164
PHASE 1 SECTION 2 | 125 | 16 | 1 | 0 | 126
PHASE 2 SECTION 1 | 17 | 109 | 5 | 0 | 129
PHASE 2 SECTION 2 | 117 | 25 | 4 | 0 | 212
TOTAL | 385 | 245 | 16 | 2 | 636
LEGEND
1. TOTAL ACREAGE: 137.282
2. TOTAL LOTS: 625
- SINGLE FAMILY LOTS: [636]
- OPEN SPACE LOTS: [17]
- LIFT STATION LOTS: [1]
- AMENITY CENTER LOTS: [1]
3. LINEAR FEET OF STREETS: [24,678 L.F.] SEE TABLE 1
4. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
5. FLOODPLAIN SHOWN ON THIS PLAN PER FEMA PANEL:
- HD 48209C0291F & 48209C0295F, DATE: SEPTEMBER 2, 2005
GENERAL NOTES:
1. A PORTION OF THIS PRELIMINARY PLAN IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBERS 48209C0291F AND 48209C0295F , EFFECTIVE DATE SEPT. 2, 2005 FOR HAYS COUNTY TEXAS.
2. OPEN SPACE AND LANDSCAPE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
3. DIRECT ACCESS TO PROPOSED COLLECTOR ROAD FROM ANY SINGLE FAMILY WITHIN THIS SUBDIVISION IS PROHIBITED.
4. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
5. RESIDENTIAL BUILDING SETBACKS ARE 20' FROM THE FRONT STREET ROW, 10' FROM THE REAR LOT LINE, 5' FROM SIDE LOT LINE, AND 15' FROM SIDE STREET ROW.
6. ALL PROPOSED LOTS HAVE ADEQUATE FRONTAGE TO COMPLY WITH MINIMUM DRIVEWAY SPACING.
7. THIS PROPERTY IS OUTSIDE OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND RECHARGE ZONE.
8. PARKLAND REQUIREMENTS PER THE DEVELOPMENT AGREEMENT WITH THE CITY OF NIEDERWALD SHALL BE SATISFIED PRIOR TO FINAL PLAT APPROVAL.
9. THIS SUBDIVISION IS LOCATED WITHIN THE POLITICAL SUBDIVISIONS OF HAYS COUNTY, NIEDERWALD ETJ, NORTHEAST HAYS COUNTY ESD #2, HAYS COUNTY FIRE ESD #8, PLUM CREEK CONSERVATION DISTRICT, PLUM CREEK GROUNDWATER CONSERVATION DISTRICT, HAYS CONSOLIDATED ISD.
10. ALL STREETS WITHIN THIS PLAT SHALL BE DEDICATED AS PUBLIC RIGHT-OF-WAY UNDER HAYS COUNTY JURISDICTION.
11. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL 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.
12. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
13. HAYS COUNTY IS NOT RESPONSIBLE FOR SIDEWALK MAINTENANCE. A FULLY EXECUTED LICENSE AGREEMENT MUST BE IN PLACE PRIOR TO CONSTRUCTION OF SIDEWALKS WITHIN HAYS COUNTY R.O.W.
14. THIS PROJECT IS LOCATED WITHIN THE PLUM CREEK GROUNDWATER CONSERVATION DISTRICT.
0 125 250 500
SCALE: 1" = 250'
LEGEND
PROPERTY BOUNDARY
MUD BOUNDARY
MAJOR ELEV. CONTOUR
MAJOR ELEV. CONTOUR
PROPOSED SETBACK
FEMA 1% ANNUAL CHANCE FLOODPLAIN
100 FP ENGINEERED 100 YR FLOODPLAIN
25 FP ENGINEERED 25 YR FLOODPLAIN
PHASE LINE
BLOCK LETTER DESIGNATION
NOTE: ENGINEER CALCULATED FLOODPLAIN BASED ON EXISTING TOPOGRAPHY. LOTS WILL BE ELEVATED TO PROVIDE FFE MINIMUM 2 FT ABOVE BFE.
CITY OF NIEDERWALD PLANNING AND ZONING DATE
CITY OF NIEDERWALD, MAYOR DATE
HAYS COUNTY EMERGENCY SERVICE DISTRICT #2 & #8 DATE
KEYMAP
SCALE = 1":1500'
DESIGNED BY:
REVIEWED BY:
DRAWN BY:
BGE
BGE, INC.
101 W LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728
TEL: 512.879.0400 • www.bgeinc.com
TBPE Registration No. F-1046
PRAIRIE LAKES
NEIDERWALD, TEXAS
OVERALL PRELIMINARY PLAT (1 OF 3)
FOR REVIEW ONLY. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF RICHARD RYCHLIK, PE #120827. NOT TO BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION.
1 of 2
C:\TKC\Projects\DRHorton\Ky-Tex\03_CADD\01_Site\Prelim Plan\PRE-C-SP-KYTEX-PRELIM.dwg Layout: OVERALL PRELIMINARY PLAT (1 OF 3) Plotted: 11/29/2021 8:58:04 AM

Lot Table

BLOCK	PARCEL #	AREA	USE
A	1	1.21	OPEN SPACE
A	2	0.29	RESIDENTIAL
A	3	0.21	RESIDENTIAL
A	4	0.19	RESIDENTIAL
A	5	0.12	RESIDENTIAL
A	6	0.14	RESIDENTIAL
A	7	0.14	RESIDENTIAL
A	8	0.14	RESIDENTIAL
A	9	0.14	RESIDENTIAL
A	10	0.14	RESIDENTIAL
A	11	0.14	RESIDENTIAL
A	12	0.14	RESIDENTIAL
A	13	0.14	RESIDENTIAL
A	14	0.14	RESIDENTIAL
A	15	0.14	RESIDENTIAL
A	16	0.14	RESIDENTIAL
A	17	0.14	RESIDENTIAL
A	18	0.14	RESIDENTIAL
A	19	0.14	RESIDENTIAL
A	20	0.14	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
A	21	0.14	RESIDENTIAL
A	22	0.14	RESIDENTIAL
A	23	0.13	RESIDENTIAL
A	24	0.19	RESIDENTIAL
A	25	0.32	RESIDENTIAL
A	26	0.17	RESIDENTIAL
A	27	0.15	RESIDENTIAL
A	28	0.15	RESIDENTIAL
A	29	0.14	RESIDENTIAL
A	30	0.11	OPEN SPACE
A	31	0.13	RESIDENTIAL
A	32	0.12	RESIDENTIAL
A	33	0.12	RESIDENTIAL
A	34	0.13	RESIDENTIAL
A	35	0.12	RESIDENTIAL
A	36	0.16	RESIDENTIAL
A	37	0.16	RESIDENTIAL
A	38	0.11	RESIDENTIAL
A	39	0.10	RESIDENTIAL
A	40	0.11	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
A	41	0.11	RESIDENTIAL
A	42	0.11	RESIDENTIAL
A	43	0.12	RESIDENTIAL
A	44	0.12	RESIDENTIAL
A	45	0.11	RESIDENTIAL
A	46	0.11	RESIDENTIAL
A	47	0.11	RESIDENTIAL
A	48	0.11	RESIDENTIAL
A	49	0.11	RESIDENTIAL
A	50	0.11	RESIDENTIAL
A	51	0.11	RESIDENTIAL
A	52	0.11	RESIDENTIAL
A	53	0.11	RESIDENTIAL
A	54	0.11	RESIDENTIAL
A	55	0.11	RESIDENTIAL
A	56	0.11	RESIDENTIAL
A	57	0.11	RESIDENTIAL
A	58	0.14	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
B	1	0.57	OPEN SPACE
B	2	0.10	RESIDENTIAL
B	3	0.11	RESIDENTIAL
B	4	0.12	RESIDENTIAL
B	5	0.12	RESIDENTIAL
B	6	0.12	RESIDENTIAL
B	7	0.12	RESIDENTIAL
B	8	0.12	RESIDENTIAL
B	9	0.12	RESIDENTIAL
B	10	0.12	RESIDENTIAL
B	11	0.12	RESIDENTIAL
B	12	0.12	RESIDENTIAL
B	13	0.12	RESIDENTIAL
B	14	0.12	RESIDENTIAL
B	15	0.12	RESIDENTIAL
B	16	0.12	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
C	1	0.19	RESIDENTIAL
C	2	0.14	RESIDENTIAL
C	3	0.17	RESIDENTIAL
C	4	0.18	RESIDENTIAL
C	5	0.14	RESIDENTIAL
C	6	0.25	RESIDENTIAL
C	7	0.13	RESIDENTIAL
C	8	0.12	RESIDENTIAL
C	9	0.12	RESIDENTIAL
C	10	0.12	RESIDENTIAL
C	11	0.12	RESIDENTIAL
C	12	0.12	RESIDENTIAL
C	13	0.12	RESIDENTIAL
C	14	0.12	RESIDENTIAL
C	15	0.14	RESIDENTIAL
C	16	0.16	RESIDENTIAL
C	17	0.13	RESIDENTIAL
C	18	0.14	RESIDENTIAL
C	19	0.13	RESIDENTIAL
C	20	0.12	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
C	21	0.12	RESIDENTIAL
C	22	0.17	RESIDENTIAL
C	23	0.25	RESIDENTIAL
C	24	0.16	RESIDENTIAL
C	25	0.24	LIFT STATION
C	26	0.13	RESIDENTIAL
C	27	0.13	RESIDENTIAL
C	28	0.14	RESIDENTIAL
C	29	0.15	RESIDENTIAL
C	30	0.13	RESIDENTIAL
C	31	0.22	RESIDENTIAL
C	32	0.31	RESIDENTIAL
C	33	0.19	RESIDENTIAL
C	34	0.19	RESIDENTIAL
C	35	0.13	RESIDENTIAL
C	36	0.14	RESIDENTIAL
C	37	0.13	RESIDENTIAL
C	38	0.15	RESIDENTIAL
C	39	0.15	RESIDENTIAL
C	40	0.14	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
C	41	0.12	RESIDENTIAL
C	42	0.12	RESIDENTIAL
C	43	0.12	RESIDENTIAL
C	44	0.21	AMENITY

Lot Table

BLOCK	PARCEL #	AREA	USE
D	1	0.66	OPEN SPACE
D	2	0.12	RESIDENTIAL
D	3	0.12	RESIDENTIAL
D	4	0.13	RESIDENTIAL
D	5	0.16	RESIDENTIAL
D	6	0.20	RESIDENTIAL
D	7	0.15	RESIDENTIAL
D	8	0.14	RESIDENTIAL
D	9	0.14	RESIDENTIAL
D	10	0.14	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
E	1	0.42	OPEN SPACE
E	2	0.16	RESIDENTIAL
E	3	0.15	RESIDENTIAL
E	4	0.14	RESIDENTIAL
E	5	0.13	RESIDENTIAL
E	6	0.18	RESIDENTIAL
E	7	0.15	RESIDENTIAL
E	8	0.11	RESIDENTIAL
E	9	0.13	RESIDENTIAL
E	10	0.15	RESIDENTIAL
E	11	0.17	RESIDENTIAL
E	12	0.17	RESIDENTIAL
E	13	0.15	RESIDENTIAL
E	14	0.13	RESIDENTIAL
E	15	0.12	RESIDENTIAL
E	16	0.12	RESIDENTIAL
E	17	0.12	RESIDENTIAL
E	18	0.11	RESIDENTIAL
E	19	0.11	RESIDENTIAL
E	20	0.11	RESIDENTIAL
E	21	0.11	RESIDENTIAL
E	22	0.11	RESIDENTIAL
E	23	0.11	RESIDENTIAL
E	24	0.11	RESIDENTIAL
E	25	0.11	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
F	1	0.15	RESIDENTIAL
F	2	0.12	RESIDENTIAL
F	3	0.15	RESIDENTIAL
F	4	0.14	RESIDENTIAL
F	5	0.13	RESIDENTIAL
F	6	0.13	RESIDENTIAL
F	7	0.11	RESIDENTIAL
F	8	0.12	RESIDENTIAL
F	9	0.13	RESIDENTIAL
F	10	0.15	RESIDENTIAL
F	11	0.14	RESIDENTIAL
F	12	0.14	RESIDENTIAL
F	13	0.12	RESIDENTIAL
F	14	0.13	RESIDENTIAL
F	15	0.11	RESIDENTIAL
F	16	0.11	RESIDENTIAL
F	17	0.11	RESIDENTIAL
F	18	0.11	RESIDENTIAL
F	19	0.13	RESIDENTIAL
F	20	0.12	RESIDENTIAL
F	21	0.12	RESIDENTIAL
F	22	0.12	RESIDENTIAL
F	23	0.12	RESIDENTIAL
F	24	0.12	RESIDENTIAL
F	25	0.15	RESIDENTIAL
F	26	0.17	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
G	1	0.14	RESIDENTIAL
G	2	0.12	RESIDENTIAL
G	3	0.12	RESIDENTIAL
G	4	0.15	RESIDENTIAL
G	5	0.13	RESIDENTIAL
G	6	0.11	RESIDENTIAL
G	7	0.14	RESIDENTIAL
G	8	0.14	RESIDENTIAL
G	9	0.14	RESIDENTIAL
G	10	0.16	RESIDENTIAL
G	11	0.16	RESIDENTIAL
G	12	0.16	RESIDENTIAL
G	13	0.17	RESIDENTIAL
G	14	0.17	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
H	1	0.05	OPEN SPACE
H	2	0.11	RESIDENTIAL
H	3	0.11	RESIDENTIAL
H	4	0.11	RESIDENTIAL
H	5	0.11	RESIDENTIAL
H	6	0.11	RESIDENTIAL
H	7	0.11	RESIDENTIAL
H	8	0.11	RESIDENTIAL
H	9	0.12	RESIDENTIAL
H	10	0.13	RESIDENTIAL
H	11	0.14	RESIDENTIAL
H	12	0.17	RESIDENTIAL
H	13	0.19	RESIDENTIAL
H	14	0.14	RESIDENTIAL
H	15	0.13	RESIDENTIAL
H	16	0.12	RESIDENTIAL
H	17	0.12	RESIDENTIAL
H	18	0.14	RESIDENTIAL
H	19	0.16	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
K	1	0.16	RESIDENTIAL
K	2	0.13	RESIDENTIAL
K	3	0.13	RESIDENTIAL
K	4	0.13	RESIDENTIAL
K	5	0.13	RESIDENTIAL
K	6	0.13	RESIDENTIAL
K	7	0.13	RESIDENTIAL
K	8	0.13	RESIDENTIAL
K	9	0.12	RESIDENTIAL
K	10	0.12	RESIDENTIAL
K	11	0.12	RESIDENTIAL
K	12	0.12	RESIDENTIAL
K	13	0.12	RESIDENTIAL
K	14	0.12	RESIDENTIAL
K	15	0.12	RESIDENTIAL
K	16	0.12	RESIDENTIAL
K	17	0.12	RESIDENTIAL
K	18	0.12	RESIDENTIAL
K	19	0.12	RESIDENTIAL
K	20	0.16	RESIDENTIAL
K	21	0.15	RESIDENTIAL
K	22	0.12	RESIDENTIAL
K	23	0.12	RESIDENTIAL
K	24	0.12	RESIDENTIAL
K	25	0.12	RESIDENTIAL
K	26	0.12	RESIDENTIAL
K	27	0.12	RESIDENTIAL
K	28	0.12	RESIDENTIAL
K	29	0.12	RESIDENTIAL
K	30	0.12	RESIDENTIAL
K	31	0.12	RESIDENTIAL
K	32	0.12	RESIDENTIAL
K	33	0.13	RESIDENTIAL
K	34	0.13	RESIDENTIAL
K	35	0.13	RESIDENTIAL
K	36	0.13	RESIDENTIAL
K	37	0.13	RESIDENTIAL
K	38	0.13	RESIDENTIAL
K	39	0.13	RESIDENTIAL
K	40	0.16	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
L	1	0.39	OPEN SPACE
L	2	0.13	RESIDENTIAL
L	3	0.11	RESIDENTIAL
L	4	0.11	RESIDENTIAL
L	5	0.11	RESIDENTIAL
L	6	0.11	RESIDENTIAL
L	7	0.11	RESIDENTIAL
L	8	0.11	RESIDENTIAL
L	9	0.11	RESIDENTIAL
L	10	0.11	RESIDENTIAL
L	11	0.11	RESIDENTIAL
L	12	0.11	RESIDENTIAL
L	13	0.12	RESIDENTIAL
L	14	0.12	RESIDENTIAL
L	15	0.13	RESIDENTIAL
L	16	0.13	RESIDENTIAL
L	17	0.13	RESIDENTIAL
L	18	0.13	RESIDENTIAL
L	19	0.13	RESIDENTIAL
L	20	0.13	RESIDENTIAL
L	21	0.13	RESIDENTIAL
L	22	0.13	RESIDENTIAL
L	23	0.13	RESIDENTIAL
L	24	0.20	RESIDENTIAL
L	25	0.19	RESIDENTIAL
L	26	0.19	RESIDENTIAL
L	27	0.19	RESIDENTIAL
L	28	0.19	RESIDENTIAL
L	29	0.19	RESIDENTIAL
L	30	0.19	RESIDENTIAL
L	31	0.19	RESIDENTIAL
L	32	0.19	RESIDENTIAL
L	33	0.19	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
M	34	0.19	RESIDENTIAL
M	35	0.20	RESIDENTIAL
M	36	0.21	RESIDENTIAL
M	37	0.12	RESIDENTIAL
M	39	0.13	RESIDENTIAL
M	40	0.13	RESIDENTIAL
M	41	0.13	RESIDENTIAL
M	42	0.13	RESIDENTIAL
M	43	0.13	RESIDENTIAL
M	44	0.13	RESIDENTIAL
M	45	0.13	RESIDENTIAL
M	46	0.13	RESIDENTIAL
M	47	0.12	RESIDENTIAL
M	48	0.17	RESIDENTIAL
M	49	0.13	RESIDENTIAL
M	50	0.11	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
N	1	0.04	OPEN SPACE
N	2	0.12	RESIDENTIAL
N	3	0.13	RESIDENTIAL
N	4	0.14	RESIDENTIAL
N	5	0.12	RESIDENTIAL
N	6	0.12	RESIDENTIAL
N	7	0.12	RESIDENTIAL
N	8	0.12	RESIDENTIAL
N	9	0.12	RESIDENTIAL
N	10	0.12	RESIDENTIAL
N	11	0.12	RESIDENTIAL
N	12	0.12	RESIDENTIAL
N	13	0.12	RESIDENTIAL
N	14	0.15	RESIDENTIAL
N	15	0.15	RESIDENTIAL
N	16	0.05	OPEN SPACE
N	17	0.13	RESIDENTIAL
N	18	0.06	RESIDENTIAL
N	19	0.06	RESIDENTIAL
N	20	0.14	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
N	21	0.14	RESIDENTIAL
N	22	0.17	RESIDENTIAL
N	23	0.19	RESIDENTIAL
N	24	0.19	RESIDENTIAL
N	25	0.18	RESIDENTIAL
N	26	0.16	RESIDENTIAL
N	27	0.15	RESIDENTIAL
N	28	0.14	RESIDENTIAL
N	29	0.16	RESIDENTIAL
N	30	0.20	RESIDENTIAL
N	31	0.21	RESIDENTIAL
N	32	0.04	OPEN SPACE
N	33	0.15	RESIDENTIAL
N	34	0.17	RESIDENTIAL
N	35	0.16	RESIDENTIAL
N	36	0.19	RESIDENTIAL
N	37	0.16	RESIDENTIAL
N	38	0.14	RESIDENTIAL
N	39	0.13	RESIDENTIAL
N	40	0.12	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
N	41	0.12	RESIDENTIAL
N	42	0.12	RESIDENTIAL
N	43	0.12	RESIDENTIAL
N	44	0.12	RESIDENTIAL
N	45	0.12	RESIDENTIAL
N	46	0.12	RESIDENTIAL
N	47	0.12	RESIDENTIAL
N	48	0.12	RESIDENTIAL
N	49	0.12	RESIDENTIAL
N	50	0.12	RESIDENTIAL
N	51	0.12	RESIDENTIAL
N	52	0.12	RESIDENTIAL
N	53	0.06	OPEN SPACE

TABLE 1

STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	ADT	STREET OWNERSHIP	STREET LENGTH
PHANTOM HILL BLVD.	60	36	35 MPH	C&G	MINOR COLLECTOR	<2500	PUBLIC	4549
ILLUSION LAKE LN.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	1176
LAKE SWEETWATER LN.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	4951
SHAFTER ST.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	391
WHALEN WAY	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	811
SANTA ROSA LN.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	1231
SODA CIRCLE	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	162
LAKE KEMP LN.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	342
JUAN CORDONA DR.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	765
COYOTE LAKE ST.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	886
LAKE DIVERSION ST.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	643
CHILDRESS ST.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	540
GARCIA ST.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	1236
ALKALI DR	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	721
STAMFORD ST.	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	430
MUSTANG LAKE CIRCLE	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	2092
BULL LAKE CIRCLE	50	30	25 MPH	C&G	LOCAL STREET	<1000	PUBLIC	3150
WILLIAMSON RD.	65	36	35 MPH	C&G	MINOR COLLECTOR	<2500	PUBLIC	422
							TOTAL	24670

REV	DESCRIPTION	DATE	APR

DESIGNED BY:

REVIEWED BY:

DRAWN BY:

BGE, INC.
8701 NEW GEORGETOWN RD.
AUSTIN, TX 78758
TEL 512.879.0400
TBPE Registration No. F-1046

PRAIRIE LAKES
NEIDERWALD, TEXAS

OVERALL PRELIMINARY PLAT (2 OF 3)

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21 of 2

C:\TNC\Projects\Prioritor\My-Tex\03_CAD\01_Site\Prelim Plan\PRE-C-SP-NYEX-PRELIM.dwg Layout: OVERALL PRELIMINARY PLAT (2 OF 3) Plotted: 11/29/2021 8:56:11 AM

Lot Table

BLOCK	PARCEL #	AREA	USE
O	1	0.55	OPEN SPACE
O	2	0.12	RESIDENTIAL
O	3	0.12	RESIDENTIAL
O	4	0.12	RESIDENTIAL
O	5	0.13	RESIDENTIAL
O	6	0.13	RESIDENTIAL
O	7	0.13	RESIDENTIAL
O	8	0.13	RESIDENTIAL
O	9	0.13	RESIDENTIAL
O	10	0.13	RESIDENTIAL
O	11	0.13	RESIDENTIAL
O	12	0.13	RESIDENTIAL
O	13	0.12	RESIDENTIAL
O	14	0.12	RESIDENTIAL
O	15	0.12	RESIDENTIAL
O	16	0.12	RESIDENTIAL
O	17	0.12	RESIDENTIAL
O	18	0.12	RESIDENTIAL
O	19	0.12	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
P	1	0.15	RESIDENTIAL
P	2	0.11	RESIDENTIAL
P	3	0.11	RESIDENTIAL
P	4	0.11	RESIDENTIAL
P	5	0.12	RESIDENTIAL
P	6	0.12	RESIDENTIAL
P	7	0.12	RESIDENTIAL
P	8	0.12	RESIDENTIAL
P	9	0.12	RESIDENTIAL
P	10	0.11	RESIDENTIAL
P	11	0.11	RESIDENTIAL
P	12	0.11	RESIDENTIAL
P	13	0.11	RESIDENTIAL
P	14	0.12	RESIDENTIAL
P	15	0.12	RESIDENTIAL
P	16	0.12	RESIDENTIAL
P	17	0.15	RESIDENTIAL
P	18	0.15	RESIDENTIAL
P	19	0.12	RESIDENTIAL
P	20	0.12	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
P	21	0.12	RESIDENTIAL
P	22	0.12	RESIDENTIAL
P	23	0.12	RESIDENTIAL
P	24	0.12	RESIDENTIAL
P	25	0.13	RESIDENTIAL
P	26	0.14	RESIDENTIAL
P	27	0.14	RESIDENTIAL
P	28	0.14	RESIDENTIAL
P	29	0.14	RESIDENTIAL
P	30	0.13	RESIDENTIAL
P	31	0.11	RESIDENTIAL
P	32	0.11	RESIDENTIAL
P	33	0.11	RESIDENTIAL
P	34	0.16	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
Q	1	0.19	RESIDENTIAL
Q	2	0.17	RESIDENTIAL
Q	3	0.16	RESIDENTIAL
Q	4	0.13	RESIDENTIAL
Q	5	0.12	RESIDENTIAL
Q	6	0.12	RESIDENTIAL
Q	7	0.20	RESIDENTIAL
Q	8	0.19	RESIDENTIAL
Q	9	0.13	RESIDENTIAL
Q	10	0.14	RESIDENTIAL
Q	11	0.16	RESIDENTIAL
Q	12	0.23	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
R	1	0.17	RESIDENTIAL
R	2	0.13	RESIDENTIAL
R	3	0.13	RESIDENTIAL
R	4	0.14	RESIDENTIAL
R	5	0.13	RESIDENTIAL
R	6	0.15	RESIDENTIAL
R	7	0.15	RESIDENTIAL
R	8	0.12	RESIDENTIAL
R	9	0.12	RESIDENTIAL
R	10	0.13	RESIDENTIAL
R	11	0.15	RESIDENTIAL
R	12	0.13	RESIDENTIAL
R	13	0.20	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
S	1	0.03	OPEN SPACE
S	2	0.11	RESIDENTIAL
S	3	0.11	RESIDENTIAL
S	4	0.11	RESIDENTIAL
S	5	0.11	RESIDENTIAL
S	6	0.11	RESIDENTIAL
S	7	0.11	RESIDENTIAL
S	8	0.11	RESIDENTIAL
S	9	0.11	RESIDENTIAL
S	10	0.11	RESIDENTIAL
S	11	0.11	RESIDENTIAL
S	12	0.11	RESIDENTIAL
S	13	0.11	RESIDENTIAL
S	14	0.11	RESIDENTIAL
S	15	0.11	RESIDENTIAL
S	16	0.11	RESIDENTIAL
S	17	0.12	RESIDENTIAL
S	18	0.13	RESIDENTIAL
S	19	0.12	RESIDENTIAL
S	20	0.12	RESIDENTIAL
S	21	0.12	RESIDENTIAL
S	22	0.13	RESIDENTIAL
S	23	0.12	RESIDENTIAL
S	24	0.04	OPEN SPACE

Lot Table

BLOCK	PARCEL #	AREA	USE
S	25	0.12	RESIDENTIAL
S	26	0.12	RESIDENTIAL
S	27	0.13	RESIDENTIAL
S	28	0.13	RESIDENTIAL
S	29	0.12	RESIDENTIAL
S	30	0.16	RESIDENTIAL
S	31	0.22	RESIDENTIAL
S	32	0.16	RESIDENTIAL
S	33	0.12	RESIDENTIAL
S	34	0.13	RESIDENTIAL
S	35	0.13	RESIDENTIAL
S	36	0.13	RESIDENTIAL
S	37	0.13	RESIDENTIAL
S	38	0.13	RESIDENTIAL
S	39	0.13	RESIDENTIAL
S	40	0.13	RESIDENTIAL
S	41	0.13	RESIDENTIAL
S	42	0.13	RESIDENTIAL
S	43	0.13	RESIDENTIAL
S	44	0.13	RESIDENTIAL
S	45	0.13	RESIDENTIAL
S	46	0.13	RESIDENTIAL
S	47	0.13	RESIDENTIAL
S	48	0.15	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
T	1	0.10	OPEN SPACE
T	2	0.11	RESIDENTIAL
T	3	0.11	RESIDENTIAL
T	4	0.11	RESIDENTIAL
T	5	0.11	RESIDENTIAL
T	6	0.11	RESIDENTIAL
T	7	0.11	RESIDENTIAL
T	8	0.11	RESIDENTIAL
T	9	0.11	RESIDENTIAL
T	10	0.11	RESIDENTIAL
T	11	0.11	RESIDENTIAL
T	12	0.11	RESIDENTIAL
T	13	0.11	RESIDENTIAL
T	14	0.12	RESIDENTIAL
T	15	0.12	RESIDENTIAL
T	16	0.12	RESIDENTIAL
T	17	0.12	RESIDENTIAL
T	18	0.13	RESIDENTIAL
T	19	0.12	RESIDENTIAL
T	20	0.25	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
T	21	0.23	RESIDENTIAL
T	22	0.13	RESIDENTIAL
T	23	0.12	RESIDENTIAL
T	24	0.13	RESIDENTIAL
T	25	0.13	RESIDENTIAL
T	26	0.13	RESIDENTIAL
T	27	0.13	RESIDENTIAL
T	28	0.13	RESIDENTIAL
T	29	0.13	RESIDENTIAL
T	30	0.13	RESIDENTIAL
T	31	0.13	RESIDENTIAL
T	32	0.13	RESIDENTIAL
T	33	0.13	RESIDENTIAL
T	34	0.13	RESIDENTIAL
T	35	0.16	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
U	1	0.69	OPEN SPACE
U	2	0.11	RESIDENTIAL
U	3	0.11	RESIDENTIAL
U	4	0.11	RESIDENTIAL
U	5	0.11	RESIDENTIAL
U	6	0.11	RESIDENTIAL
U	7	0.11	RESIDENTIAL
U	8	0.11	RESIDENTIAL
U	9	0.12	RESIDENTIAL
U	10	0.12	RESIDENTIAL
U	11	0.13	RESIDENTIAL
U	12	0.14	RESIDENTIAL
U	13	0.16	RESIDENTIAL
U	14	0.12	RESIDENTIAL
U	15	0.12	RESIDENTIAL
U	16	0.12	RESIDENTIAL
U	17	0.11	RESIDENTIAL
U	18	0.11	RESIDENTIAL
U	19	0.11	RESIDENTIAL
U	20	0.11	RESIDENTIAL
U	21	0.11	RESIDENTIAL
U	22	0.11	RESIDENTIAL
U	23	0.11	RESIDENTIAL
U	24	0.11	RESIDENTIAL
U	25	0.11	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
V	1	0.13	RESIDENTIAL
V	2	0.11	RESIDENTIAL
V	3	0.11	RESIDENTIAL
V	4	0.12	RESIDENTIAL
V	5	0.11	RESIDENTIAL
V	6	0.11	RESIDENTIAL
V	7	0.11	RESIDENTIAL
V	8	0.12	RESIDENTIAL
V	9	0.11	RESIDENTIAL
V	10	0.12	RESIDENTIAL
V	11	0.16	RESIDENTIAL
V	12	0.22	RESIDENTIAL
V	13	0.22	RESIDENTIAL
V	14	0.26	RESIDENTIAL
V	15	0.15	RESIDENTIAL
V	16	0.13	RESIDENTIAL
V	17	0.12	RESIDENTIAL
V	18	0.11	RESIDENTIAL
V	19	0.11	RESIDENTIAL
V	20	0.11	RESIDENTIAL
V	21	0.13	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
W	1	0.16	RESIDENTIAL
W	2	0.16	RESIDENTIAL
W	3	0.16	RESIDENTIAL
W	4	0.18	RESIDENTIAL
W	5	0.14	RESIDENTIAL
W	6	0.15	RESIDENTIAL
W	7	0.18	RESIDENTIAL
W	8	0.16	RESIDENTIAL
W	9	0.16	RESIDENTIAL
W	10	0.15	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
X	1	0.22	RESIDENTIAL
X	2	0.12	RESIDENTIAL
X	3	0.12	RESIDENTIAL
X	4	0.11	RESIDENTIAL
X	5	0.11	RESIDENTIAL
X	6	0.11	RESIDENTIAL
X	7	0.11	RESIDENTIAL
X	8	0.11	RESIDENTIAL
X	9	0.11	RESIDENTIAL
X	10	0.11	RESIDENTIAL
X	11	0.11	RESIDENTIAL
X	12	0.11	RESIDENTIAL
X	13	0.11	RESIDENTIAL
X	14	0.11	RESIDENTIAL
X	15	0.14	RESIDENTIAL
X	16	0.14	RESIDENTIAL
X	17	0.11	RESIDENTIAL
X	18	0.11	RESIDENTIAL
X	19	0.11	RESIDENTIAL
X	20	0.11	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
X	21	0.11	RESIDENTIAL
X	22	0.11	RESIDENTIAL
X	23	0.11	RESIDENTIAL
X	24	0.11	RESIDENTIAL
X	25	0.11	RESIDENTIAL
X	26	0.11	RESIDENTIAL
X	27	0.11	RESIDENTIAL
X	28	0.12	RESIDENTIAL
X	29	0.12	RESIDENTIAL
X	30	0.16	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
Y	1	0.17	RESIDENTIAL
Y	2	0.13	RESIDENTIAL
Y	3	0.13	RESIDENTIAL
Y	4	0.13	RESIDENTIAL
Y	5	0.11	RESIDENTIAL
Y	6	0.11	RESIDENTIAL
Y	7	0.11	RESIDENTIAL
Y	8	0.11	RESIDENTIAL
Y	9	0.11	RESIDENTIAL
Y	10	0.11	RESIDENTIAL
Y	11	0.11	RESIDENTIAL
Y	12	0.14	RESIDENTIAL
Y	13	0.14	RESIDENTIAL
Y	14	0.11	RESIDENTIAL
Y	15	0.11	RESIDENTIAL
Y	16	0.11	RESIDENTIAL
Y	17	0.11	RESIDENTIAL
Y	18	0.11	RESIDENTIAL
Y	19	0.11	RESIDENTIAL
Y	20	0.11	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
Y	21	0.13	RESIDENTIAL
Y	22	0.14	RESIDENTIAL
Y	23	0.20	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
Z	1	0.15	RESIDENTIAL
Z	2	0.12	RESIDENTIAL
Z	3	0.12	RESIDENTIAL
Z	4	0.12	RESIDENTIAL
Z	5	0.12	RESIDENTIAL
Z	6	0.12	RESIDENTIAL
Z	7	0.13	RESIDENTIAL
Z	8	0.14	RESIDENTIAL
Z	9	0.14	RESIDENTIAL
Z	10	0.13	RESIDENTIAL
Z	11	0.13	RESIDENTIAL
Z	12	0.16	RESIDENTIAL
Z	13	0.17	RESIDENTIAL
Z	14	0.13	RESIDENTIAL
Z	15	0.13	RESIDENTIAL
Z	16	0.14	RESIDENTIAL
Z	17	0.14	RESIDENTIAL
Z	18	0.12	RESIDENTIAL
Z	19	0.12	RESIDENTIAL
Z	20	0.12	RESIDENTIAL

Lot Table

BLOCK	PARCEL #	AREA	USE
Z	21	0.12	RESIDENTIAL
Z	22	0.12	RESIDENTIAL
Z	23	0.12	RESIDENTIAL
Z	24	0.15	RESIDENTIAL

REV	DESCRIPTION	DATE	APR
1			
2			
3			
4			
5			

DESIGNED BY:

REVIEWED BY:

DRAWN BY:

BGE, Inc.
10414 McKalla Place, Suite 400
Austin, TX 78758
Tel: 512.879.0400 • www.bgeinc.com
TBPE Registration No. F-1046

PRAIRIE LAKES
NEIDERWALD, TEXAS

OVERALL PRELIMINARY PLAT (3 OF 3)

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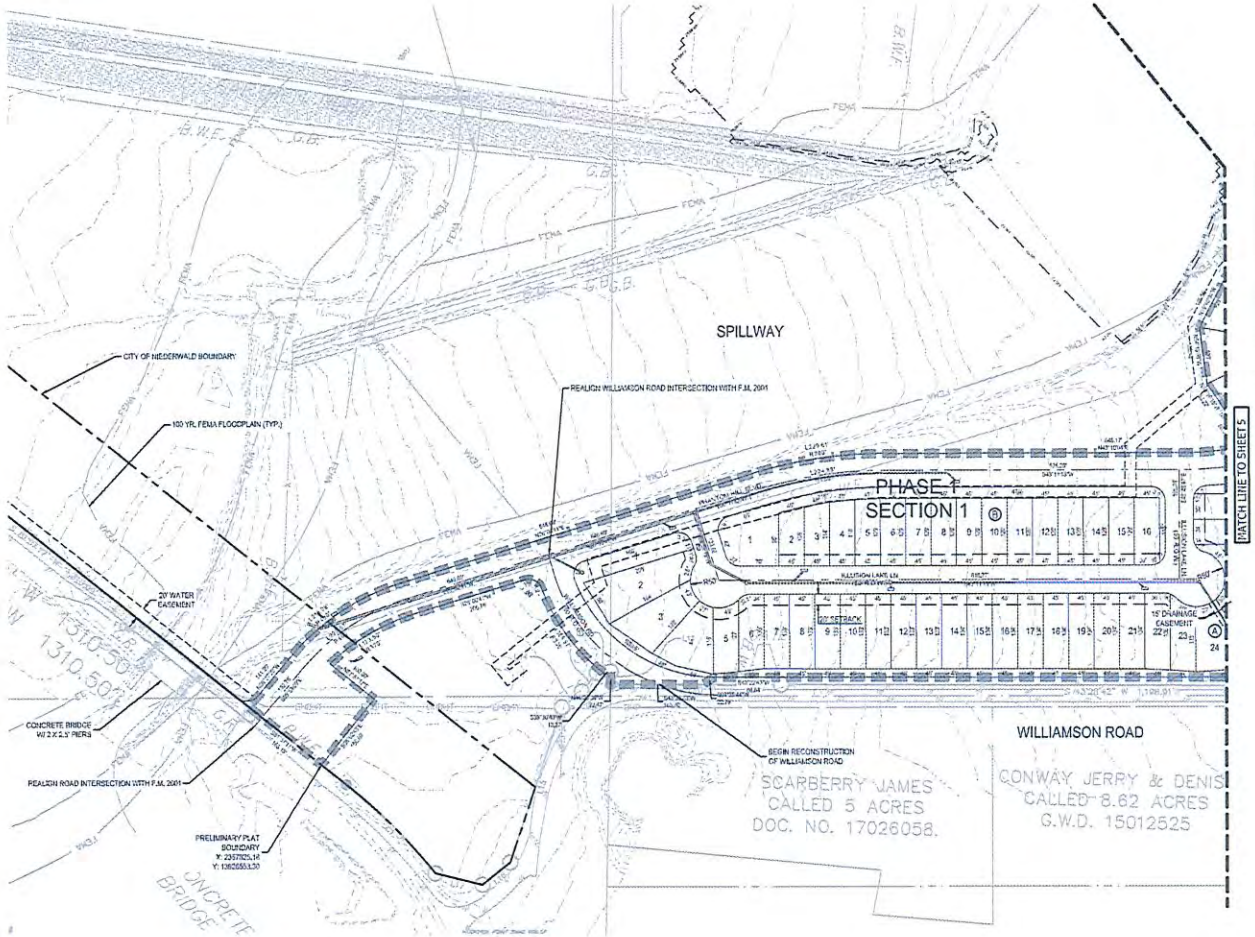
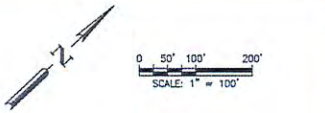
3 of 2

C:\TNC\Projects\08Hector\Wy-Tex\03_C400\01_Site\Prelim Plan\PRE-C-SP-WYTEX-PRELIM.dwg Layout: OVERALL PRELIMINARY PLAT (3 OF 3) Plotted: 11/29/2021 8:36:18 AM

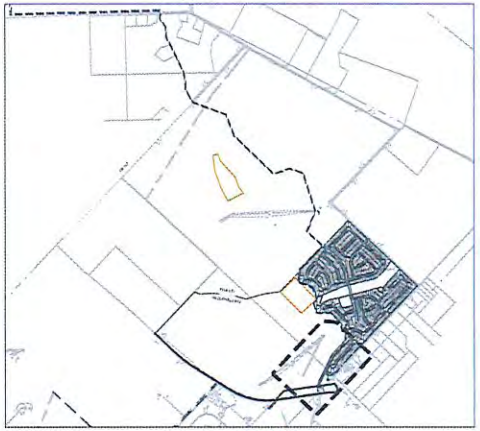




LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MAJOR ELEV. CONTOUR
- PROPOSED SETBACK
- FEMA 1% ANNUAL CHANCE FLOODPLAIN
- 100 FP — ENGINEERED 100 YR FLOODPLAIN
- 25 FP — ENGINEERED 25 YR FLOODPLAIN
- PHASE LINE
- CITY OF NIEDERWALD BOUNDARY
- (A) BLOCK LETTER DESIGNATION

NOTE: ENGINEER CALCULATED FLOODPLAIN BASED ON EXISTING TOPOGRAPHY. LOTS WILL BE ELEVATED TO PROVIDE FFE MINIMUM 2 FT ABOVE BFE.



KEYMAP
NTS.

REV	DESCRIPTION	DATE	APP

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE

BGE, Inc.
101 W. LOUIS HENNA BLVD. SUITE 400
AUSTIN, TX 78728
TEL: 512.879.0400 • www.bgeinc.com
TBPE Registration No. F-1046

PRAIRIE LAKES
NEIDERWALD, TEXAS

PRELIMINARY PLAT (1 OF 3)

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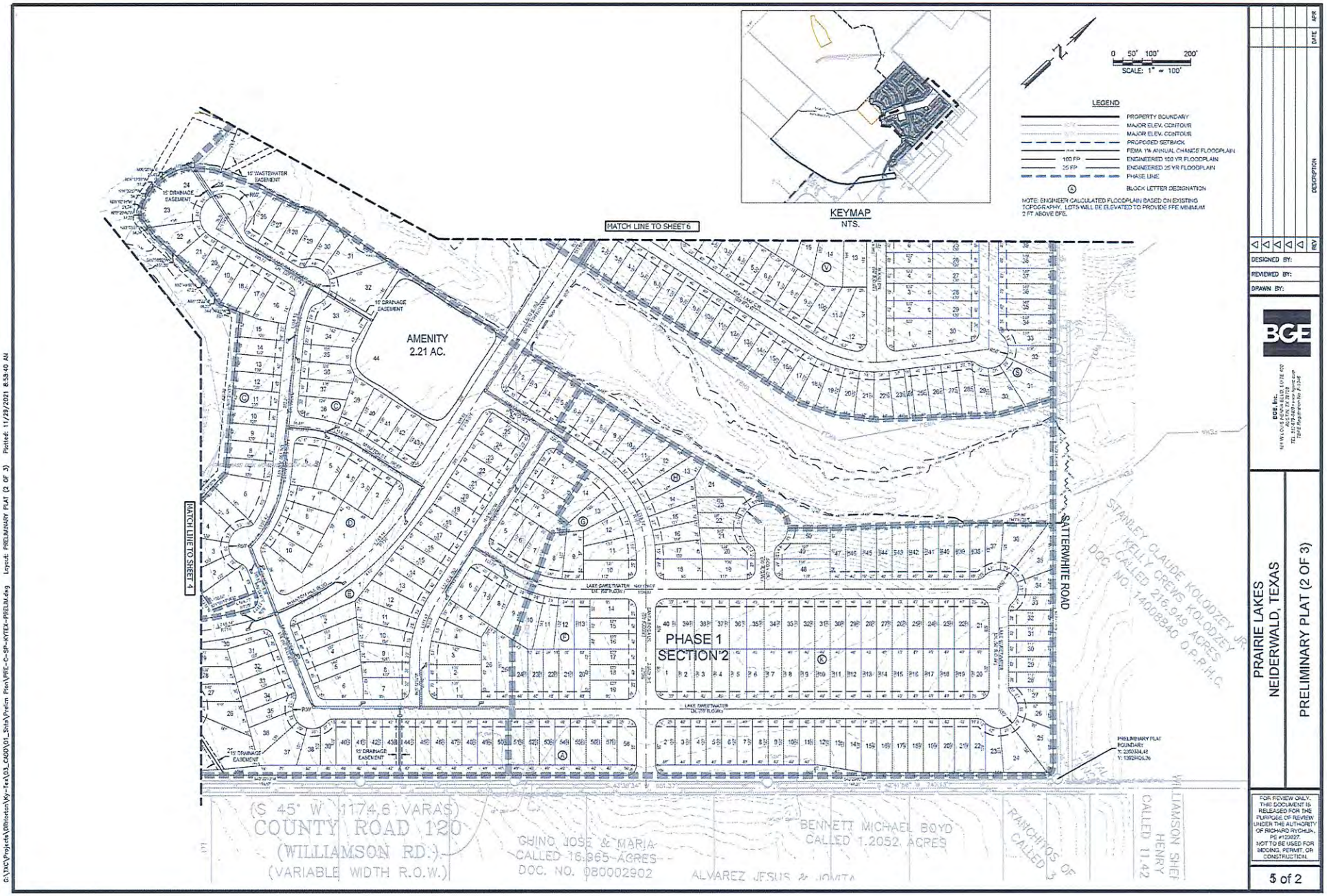
41 of 2

G:\TNC\Projects\Dietrich\Wy-Tex\03_CAD\01_Site\Prelim Plat\PRE-C-SP-WYTEX-PRELIM.dwg Layout: PRELIMINARY PLAT (1 OF 3) Plotted: 11/29/2021 8:53:28 AM


KEYMAP
NTS.
0 50' 100' 200'
SCALE: 1" = 100'
LEGEND
PROPERTY BOUNDARY
MAJOR ELEV. CONTOUR
MINOR ELEV. CONTOUR
PROPOSED SETBACK
FEMA 1% ANNUAL CHANCE FLOODPLAIN
100 FP ENGINEERED 100 YR FLOODPLAIN
25 FP ENGINEERED 25 YR FLOODPLAIN
PHASE LINE
BLOCK LETTER DESIGNATION
NOTE: ENGINEER CALCULATED FLOODPLAIN BASED ON EXISTING TOPOGRAPHY. LOTS WILL BE ELEVATED TO PROVIDE FFE MINIMUM 2 FT ABOVE BFE.
MATCH LINE TO SHEET 6
MATCH LINE TO SHEET 4
AMENITY
2.21 AC.
PHASE 1
SECTION 2
SATTERWHITE ROAD
STANLEY CLAUDE KOLODZEY JR
KELLY CREWS KOLODZEY
CALLED 216.949 ACRES
DOC. NO. 14008940 O.P.R.W.C.
PRELIMINARY PLAT BOUNDARY
(S 45° W 1174.6 VARAS)
COUNTY ROAD 120
(WILLIAMSON RD.)
(VARIABLE WIDTH R.O.W.)
CHINO JOSE & MARIA
CALLED 16.965 ACRES
DOC. NO. 080002902
BENNETT MICHAEL BOYD
CALLED 1.2052 ACRES
ALVAREZ JESUS & JOMTA
RANCHITOS OF
CALLED 3
WILLIAMSON SHEP
HENRY
CALLED 11.42
15' WASTEWATER EASEMENT
15' DRAINAGE EASEMENT
LAKE SWEETWATER
DESIGNED BY:
REVIEWED BY:
DRAWN BY:
DESCRIPTION
DATE
APR
REV
BGE
BGE, Inc.
PRAIRIE LAKES
NEIDERWALD, TEXAS
PRELIMINARY PLAT (2 OF 3)
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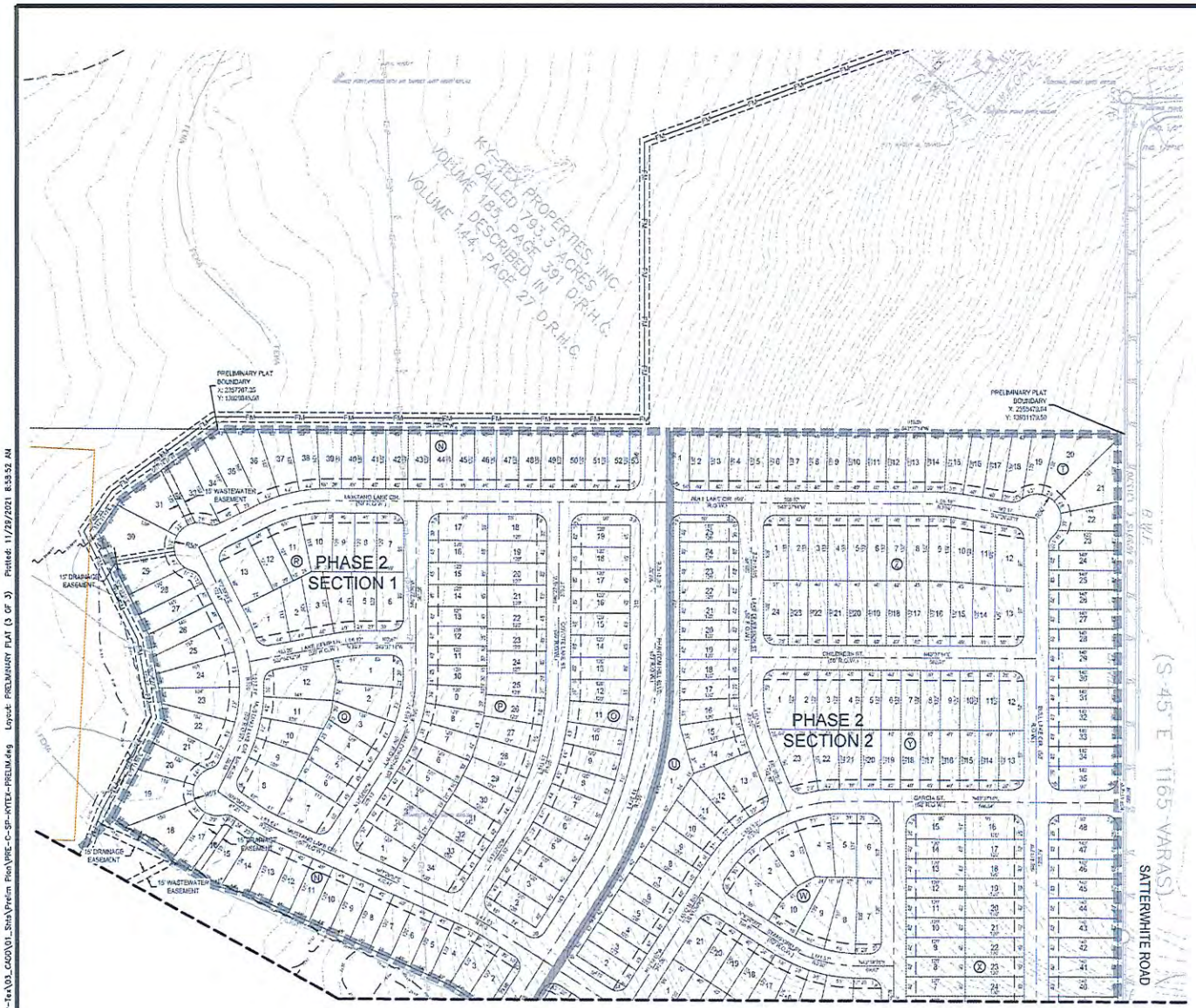
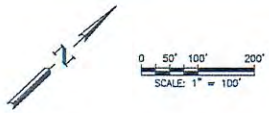
5 of 2
G:\TXC\Projects\Dietrich\Vy-Tex\03_C4D\01_Site\Prelim Plat\PRE-C-SP-KYTEX-PRELIM.dwg Layout: PRELIMINARY PLAT (2 OF 3) Plotted: 11/29/2021 8:53:40 AM

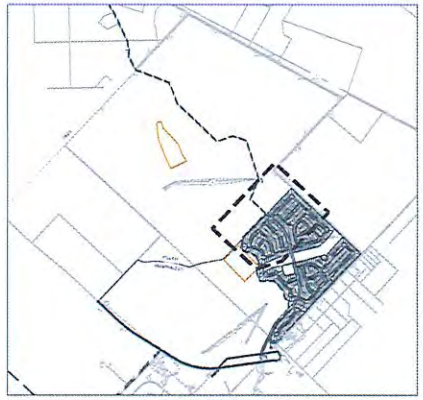




LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PROPOSED SETBACK
- FEMA 1% ANNUAL CHANCE FLOODPLAIN
- 100 FP — ENGINEERED 100 YR FLOODPLAIN
- 25 FP — ENGINEERED 25 YR FLOODPLAIN
- PHASE LINE
- (A) BLOCK LETTER DESIGNATION

NOTE: ENGINEER CALCULATED FLOODPLAIN BASED ON EXISTING TOPOGRAPHY. LOTS WILL BE ELEVATED TO PROVIDE FFE MINIMUM 2 FT ABOVE BFE.



KEYMAP
NTS.

REV	DESCRIPTION	DATE	APR

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE
BGE, Inc.
10814 Jollyville Road, Suite 400
Austin, TX 78759
Tel: 512.879.0400 www.bgeinc.com
TBPE Firm Registration #1244

PRAIRIE LAKES
NEIDERWALD, TEXAS

PRELIMINARY PLAT (3 OF 3)

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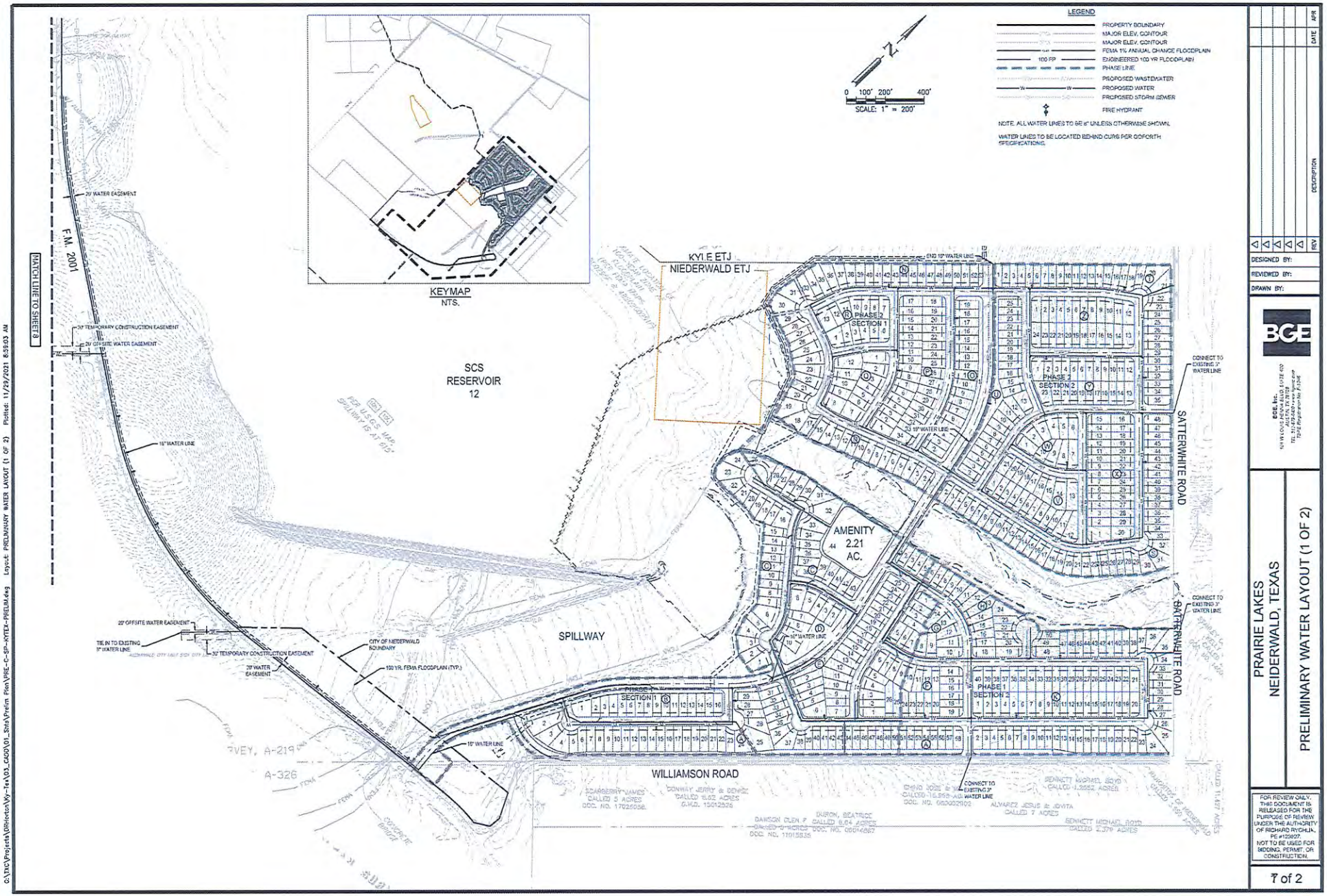
6 of 2

C:\TXC\Projects\Districts\Ny-Tex\03_C400\01_Site\Prelim Plan\PRE-C-SP-NYTEX-PRELIM.dwg Layout: PRELIMINARY PLAT (3 OF 3) Plotted: 11/29/2021 8:53:52 AM



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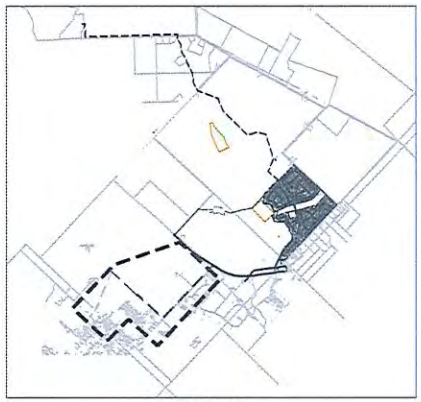

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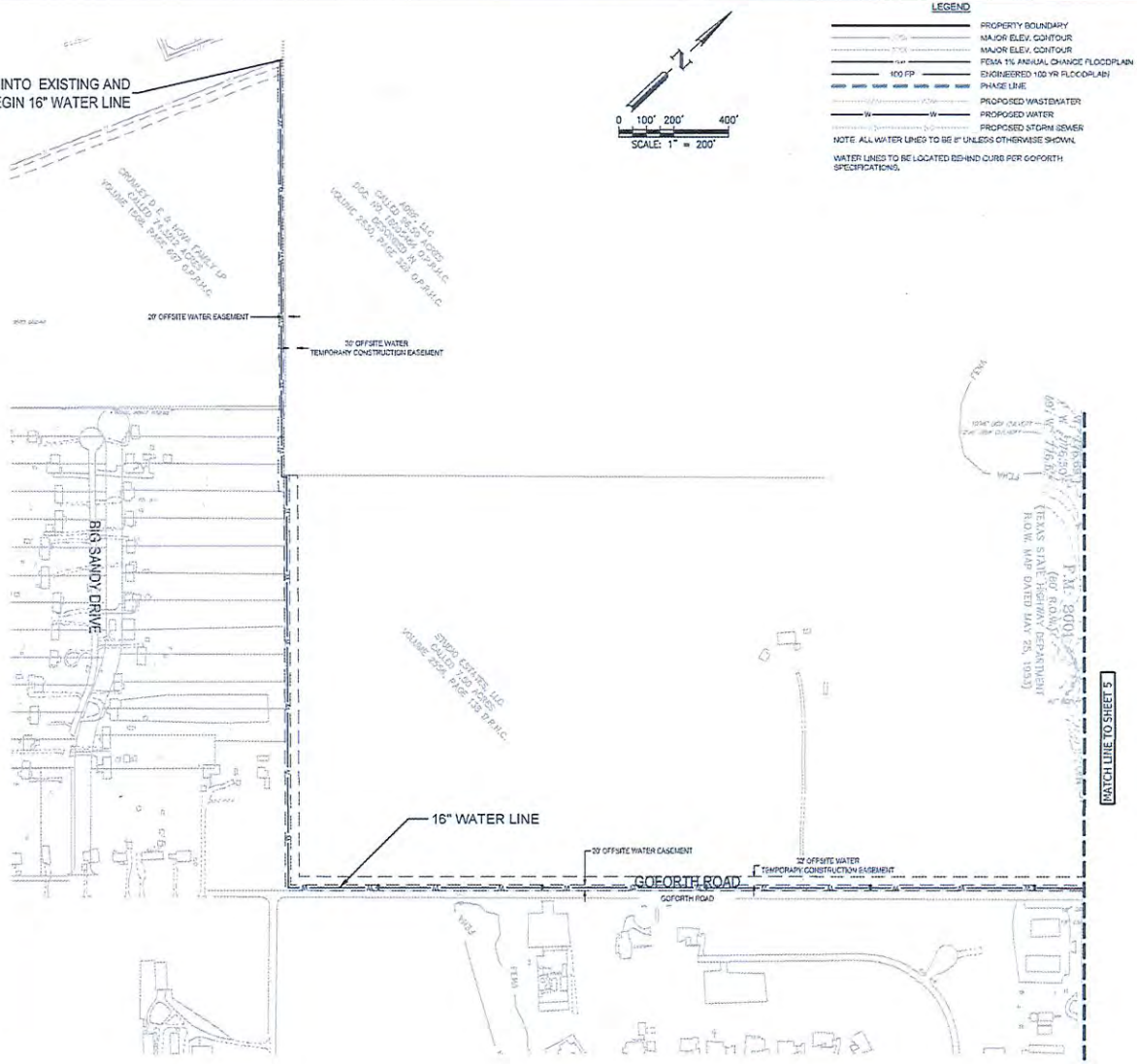

REV	DESCRIPTION	DATE	APR

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE

BGE, Inc.
101 W. Louis Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

PRAIRIE LAKES
NEIDERWALD, TEXAS

PRELIMINARY WATER LAYOUT (2 OF 2)

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8 of 2

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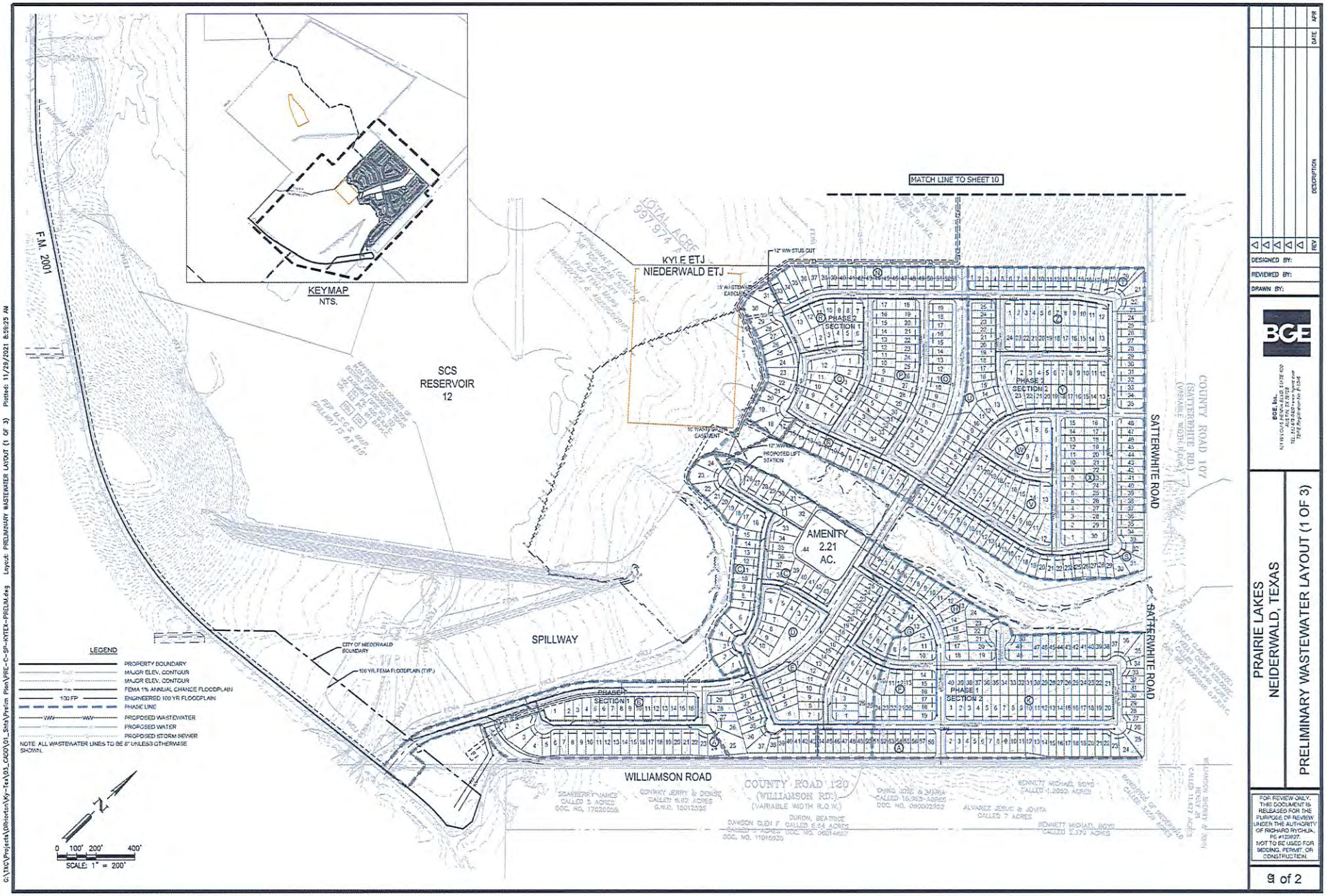

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE, Inc.
101 Hillcrest Blvd, Suite 100
Kyle, TX 78640
Tel: 512 393-2351 • Fax: 512 268-1846
TBPE Registration No. F-1046

PRAIRIE LAKES
NEIDERWALD, TEXAS

PRELIMINARY WASTEWATER LAYOUT (1 OF 3)

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9 of 2

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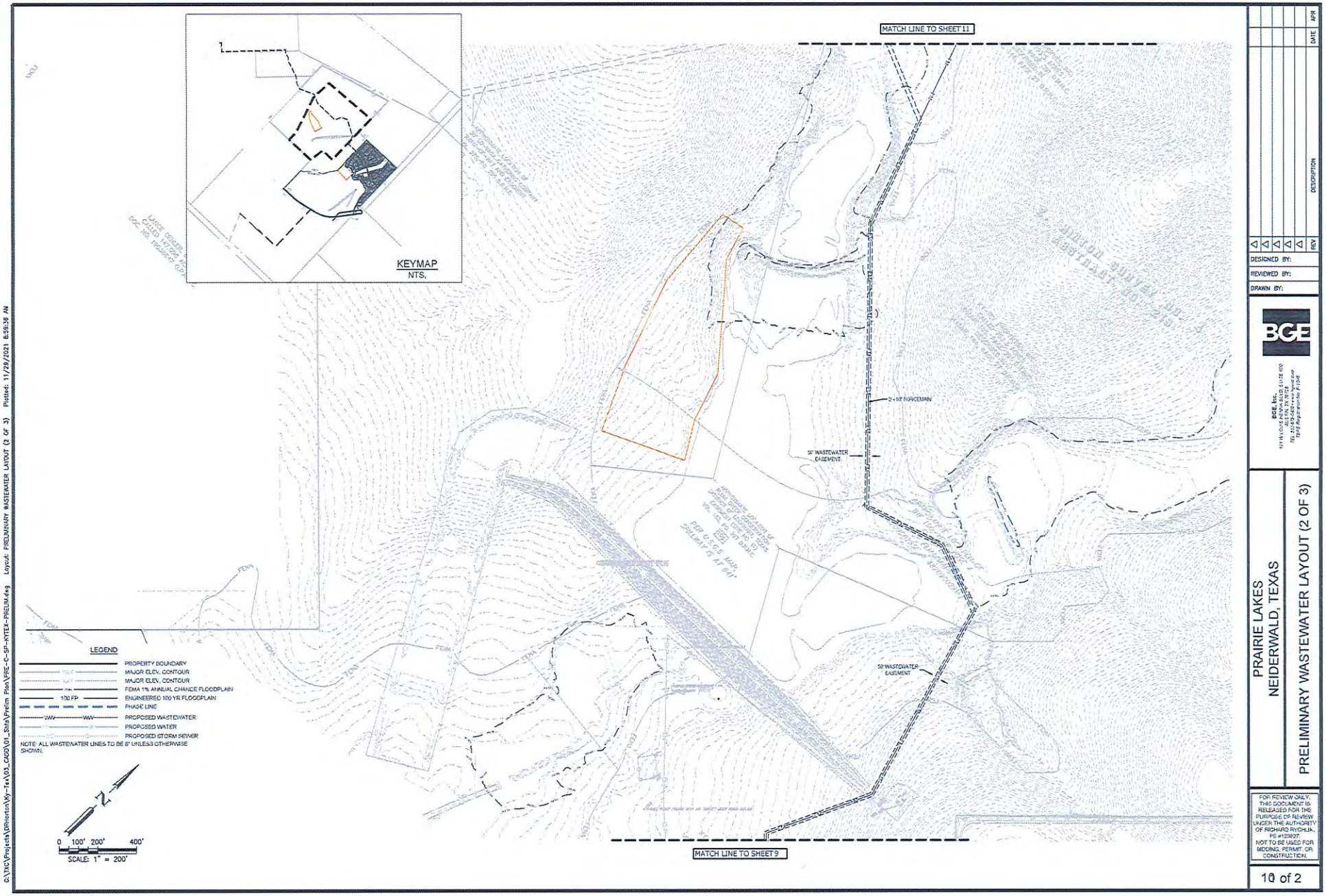
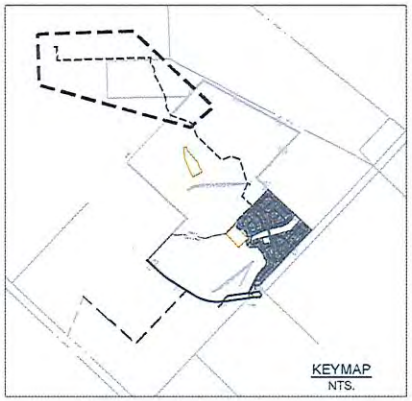
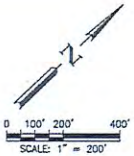

MATCH LINE TO SHEET 11
MATCH LINE TO SHEET 9
KEYMAP
NTS.
LEGEND
PROPERTY BOUNDARY
MAJOR ELEV. CONTOUR
MAJOR ELEV. CONTOUR
FEMA 1% ANNUAL CHANCE FLOODPLAIN
100 FP ENGINEERED 100 YR FLOODPLAIN
PHASE LINE
PROPOSED WASTEWATER
PROPOSED WATER
PROPOSED STORM SEWER
NOTE: ALL WASTEWATER LINES TO BE 8" UNLESS OTHERWISE SHOWN.
0 100' 200' 400'
SCALE: 1" = 200'
50' WASTEWATER EASEMENT
50' WASTEWATER EASEMENT
2 - 10' FORCEMIN
DESIGNED BY:
REVIEWED BY:
DRAWN BY:
REV
DESCRIPTION
DATE
APR
BGE
BGE, Inc.
PRAIRIE LAKES
NEIDERWALD, TEXAS
PRELIMINARY WASTEWATER LAYOUT (2 OF 3)
FOR REVIEW ONLY. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF RICHARD RYCHLIK, PE #123827. NOT TO BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION.
10 of 2
C:\TNC\Projects\Districts\Ky-Tex\03_CAD\01_Site\Prelim Plan\PRE-C-SP-KYTEX-PRELIM.dwg Layout: PRELIMINARY WASTEWATER LAYOUT (2 OF 3) Plotted: 11/29/2021 8:58:36 AM

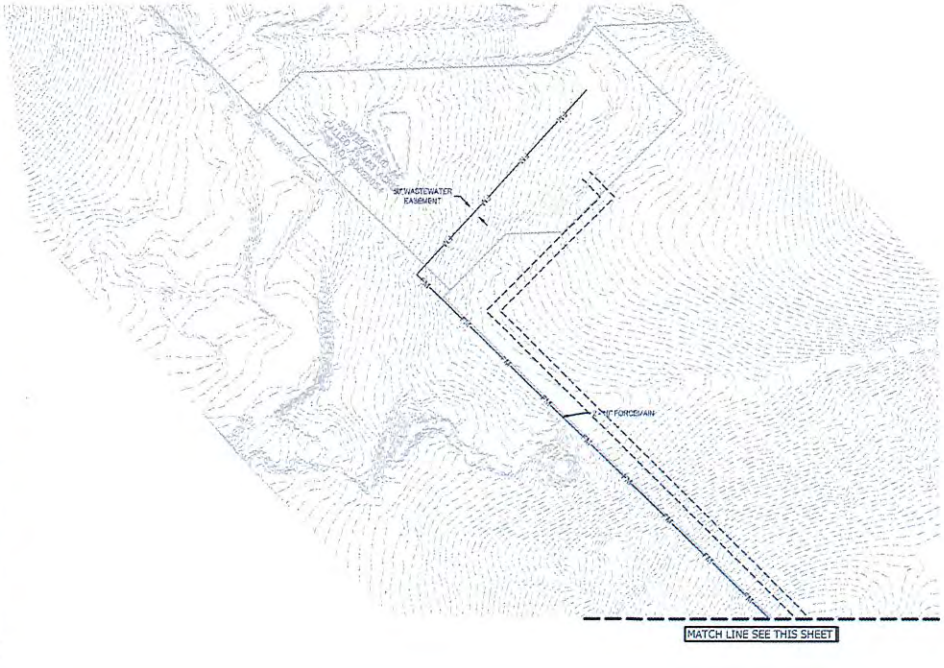




LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MAJOR ELEV. CONTOUR
- FEMA 1% ANNUAL CHANCE FLOODPLAIN
- 100 FP — ENGINEERED 100 YR FLOODPLAIN
- PHASE LINE
- WW — PROPOSED WASTEWATER
- PROPOSED WATER
- PROPOSED STORM SEWER

NOTE: ALL WASTEWATER LINES TO BE 8" UNLESS OTHERWISE SHOWN.



NO.	DESCRIPTION	DATE
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REV		

DESIGNED BY:

REVIEWED BY:

DRAWN BY:

BGE

BGE, Inc.
NEW CANEY, TEXAS 77357
TEL: 281.558.8700 • www.bgeinc.com
TBPE Registration No. F-1046

PRAIRIE LAKES
NEIDERWALD, TEXAS

PRELIMINARY WASTEWATER LAYOUT (3 OF 3)

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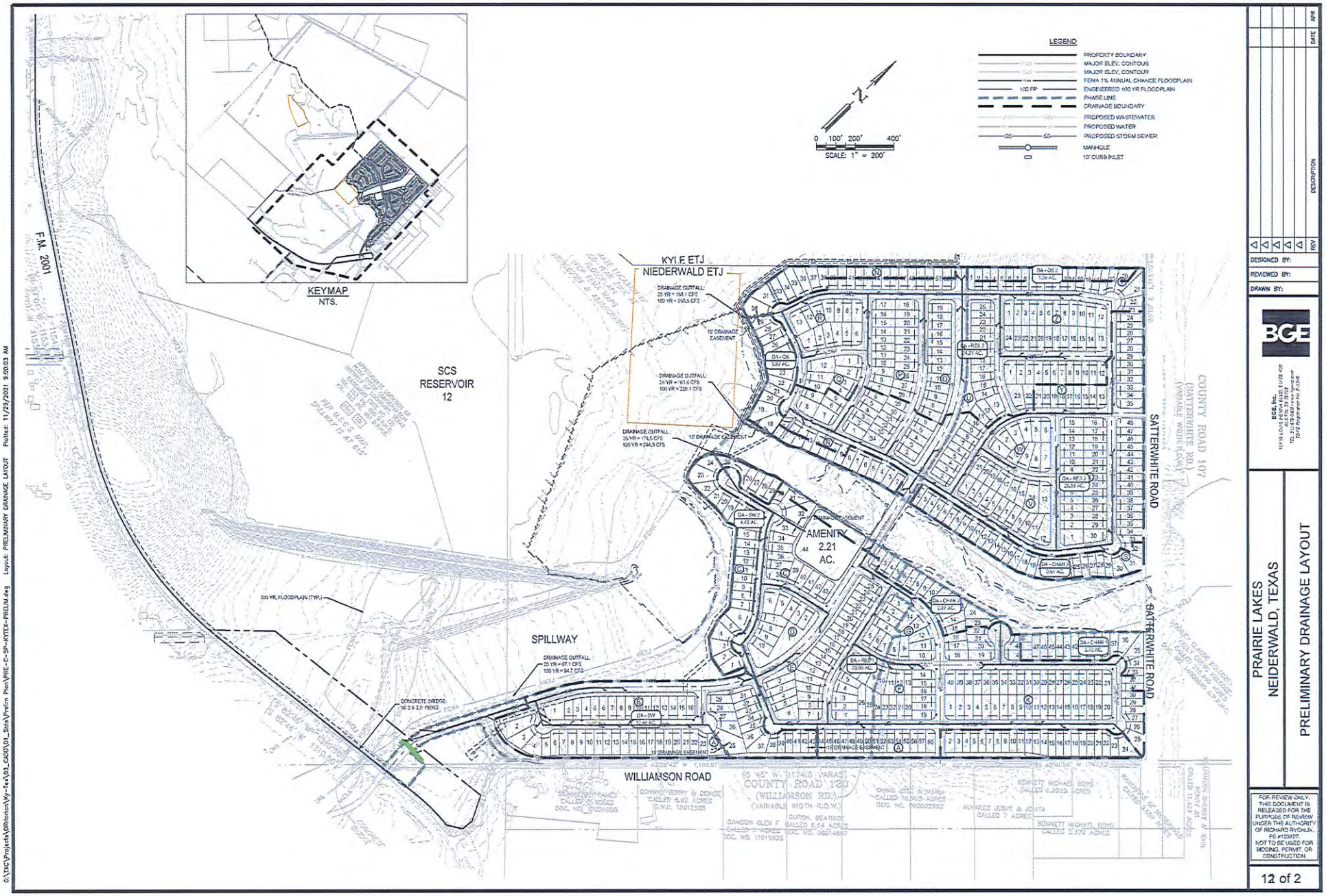
11 of 2

C:\TXC\Projects\Districts\Wy-Tex\03_CADD\01_Site\Prelim Plan\PRE-C-SP-WYTEX-PRELIM.dwg Layout: PRELIMINARY WASTEWATER LAYOUT (3 OF 3) Plotted: 11/29/2021 8:59:52 AM



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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1840-PC; Hold a public hearing with possible action to approve the Deer Run Estates, Lots 18 and 21, Replat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Deer Run Estates is a recorded subdivision located along Wayside Drive and Deer Run Road, both County maintained roadways in Precinct 3, and this subdivision lies in the fully unincorporated area of Hays County outside the Wimberley extraterritorial jurisdiction.

The proposed replat will create three (3) lots out of existing lots 18 and 21. Water utility will be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: March 22nd, 2022
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Marcus Pacheco, Development Services Director
Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-1840-PC; Hold a public hearing with possible action to approve the Deer Run Estates, Lots 18 and 21, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A) Deer Run Estates is a recorded subdivision located along Wayside Drive and Deer Run Road, both County maintained roadways in Precinct 3, and this subdivision lies in the fully unincorporated area of Hays County outside the Wimberley extraterritorial jurisdiction.
B) The proposed replat will create three (3) lots out of existing lots 18 and 21. Water utility will be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

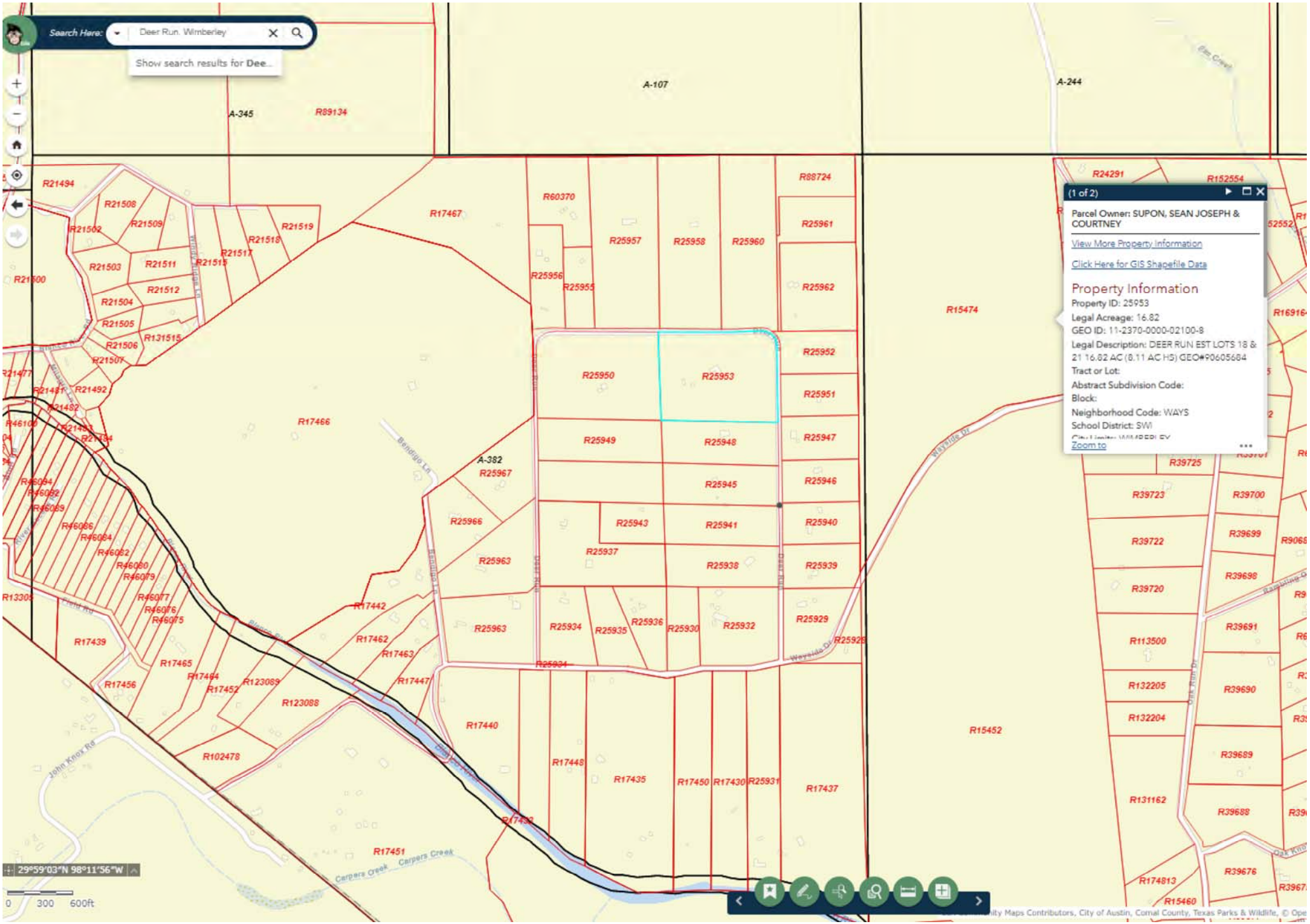
Staff has completed review for the Deer Run Estates, Lots 18 and 21, Replat pursuant to Texas Local Gov't Code Chapter 232. The items remaining are to hold the public hearing for the replat, and action on the approval of the replat.

There are no variances requested and this item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat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Deer Run, Wimberley
Show search results for Dee...
A-107
A-244
A-345
R89134
R21494
R21508
R21502
R21509
R21519
R21518
R21517
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R21515
R21500
R21512
R21504
R21505
R131515
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R25940
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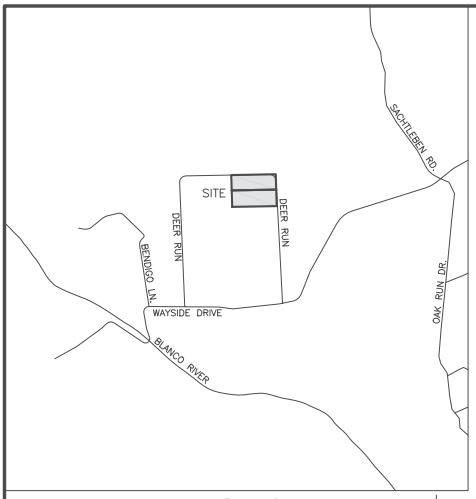
R25930
R25932
R25929
R25925
R25934
R17440
R17448
R17435
R17450
R17430
R25931
R17437
R15452
R24291
R152554
(1 of 2)
Parcel Owner: SUPON, SEAN JOSEPH & COURTNEY
View More Property Information
Click Here for GIS Shapefile Data
Property Information
Property ID: 25953
Legal Acreage: 16.82
GEO ID: 11-2370-0000-02100-8
Legal Description: DEER RUN EST LOTS 18 & 21 16.82 AC (8.11 AC HS) GEO#90605684
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code: WAYS
School District: SWI
Zoom to
R39725
R39723
R39700
R39722
R39699
R39720
R39698
R39691
R113500
R132205
R39690
R132204
R39689
R131162
R39688
R174813
R39676
R15460
29°59'03"N 98°11'56"W
0
300
600ft
Carpers Creek
John Knox Rd
Bluebird Ln
Bendigo Ln
Waysida Dr
Oak Run Dr



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0335F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. ACCORDING TO SCALING FROM TCEQ MAPS NONE 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.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.

7. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

8. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.

9. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

10. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.

11. THESE LOTS ARE SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 264, PAGE 363 OF THE HAYS COUNTY DEED RECORDS AND VOLUME 707, PAGE 716 OF THE HAYS COUNTY REAL PROPERTY RECORDS. 50' BUILDING SETBACK ALONG ROADS, 10' UTILITY EASEMENT ON ALL PROPERTY LINES.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, SEAN JOSEPH SUPON AND COURTNEY SUPON, OWNERS OF LOTS 18 AND 21, DEER RUN ESTATES, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED AUGUST 27, 2020, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 20038002 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOTS 18 AND 21, DEER RUN ESTATES, 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.

SEAN JOSEPH SUPON, OWNER
301 DEER RUN
WIMBERLEY, TX. 78676

COURTNEY SUPON, OWNER
301 DEER RUN
WIMBERLEY, TX. 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SEAN JOSEPH SUPON AND COURTNEY SUPON, 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.

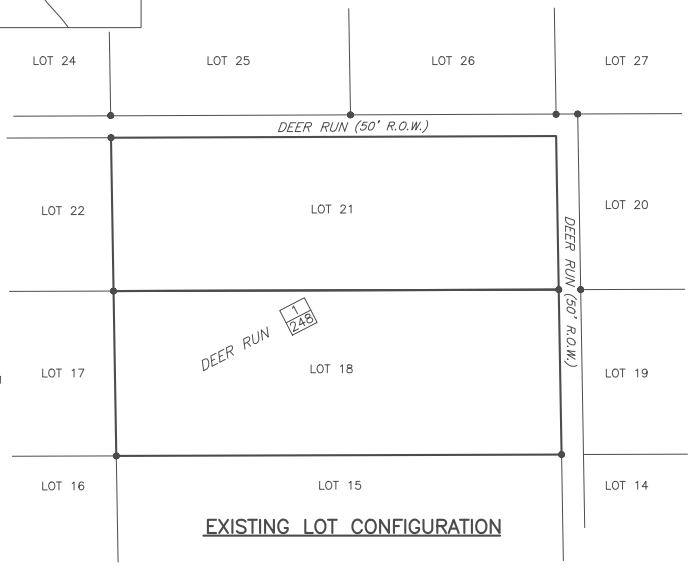
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 20___.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LEGEND

VOL / PG	HAYS COUNTY PLAT RECORDS
⊡	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
—— X ——	WIRE FENCE
—— ohu ——⊕——	UTILITY LINE, POLE AND GUY
BSL	BUILDING SETBACK LINE
UE	UTILITY EASEMENT
DR	DEED RESTRICTIONS, SEE NOTE 11



EXISTING LOT CONFIGURATION

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ___ DAY OF _____, A.D., 20___, 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 SAID COURT IN INSTRUMENT NUMBER _____

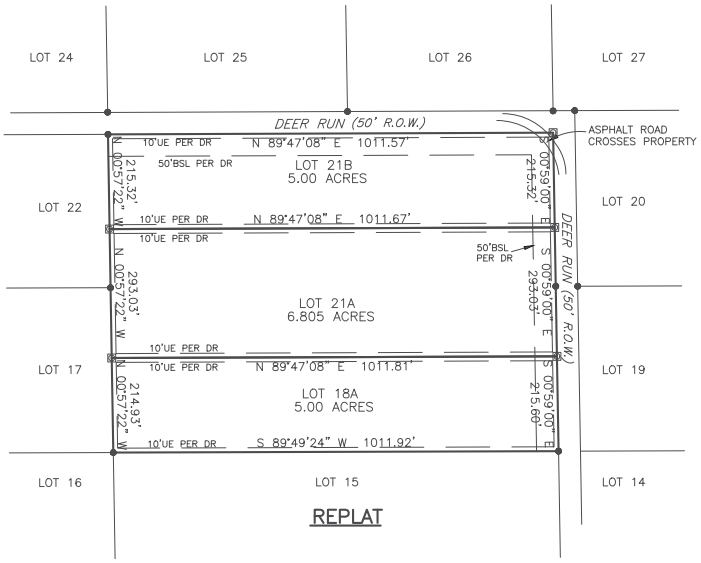
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE_____ DAY OF _____, 20_____, AT _____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20_____ AT _____ O'CLOCK _____.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS



REPLAT

LOT SIZE CATEGORIES

TOTAL AREA = 16.805 AC.
TOTAL NUMBER OF LOTS = 3
AVERAGE LOT SIZE = 5.602 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 3
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

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

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–INDIVIDUAL WATER 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.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

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 ENVIRONMENTAL HEALTH.

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

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

CLIENT: SUPON, FRANK
DATE: 7/14/2021
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 774/80
PLAT NO. 27950–21–c

REPLAT OF LOTS 18 AND 21, DEER RUN ESTATES, 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-1680-NP; Oak Run Farms Subdivision (2 Lots). Discussion and possible action to approve the final plat.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-SUBDIVISIONS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
MACHACEK	SHELL	N/A

SUMMARY

Oak Run Farms Subdivision is a proposed 2 lot subdivision across 10.258 acres along Oak Run Drive in Wimberley and in Precinct 3.

Water utility service will be achieved by individual private wells. Wastewater treatment will be achieved by individual on-site sewage facilities.

Hays County Commissioners Court Agenda Request

Meeting Date: March 22nd, 2022
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Marcus Pacheco, Director of Development Services
Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-1680-NP; Oak Run Farms Subdivision (2 Lots). Discussion and possible action to approve the final plat.

BACKGROUND/SUMMARY OF REQUEST:

1) Oak Run Farms Subdivision is a proposed 2 lot subdivision across 10.258 acres along Oak Run Drive in Wimberley and in Precinct

2) Water utility service will be achieved by individual private wells. Wastewater treatment will be achieved by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Gov't Code, Chapter 232.

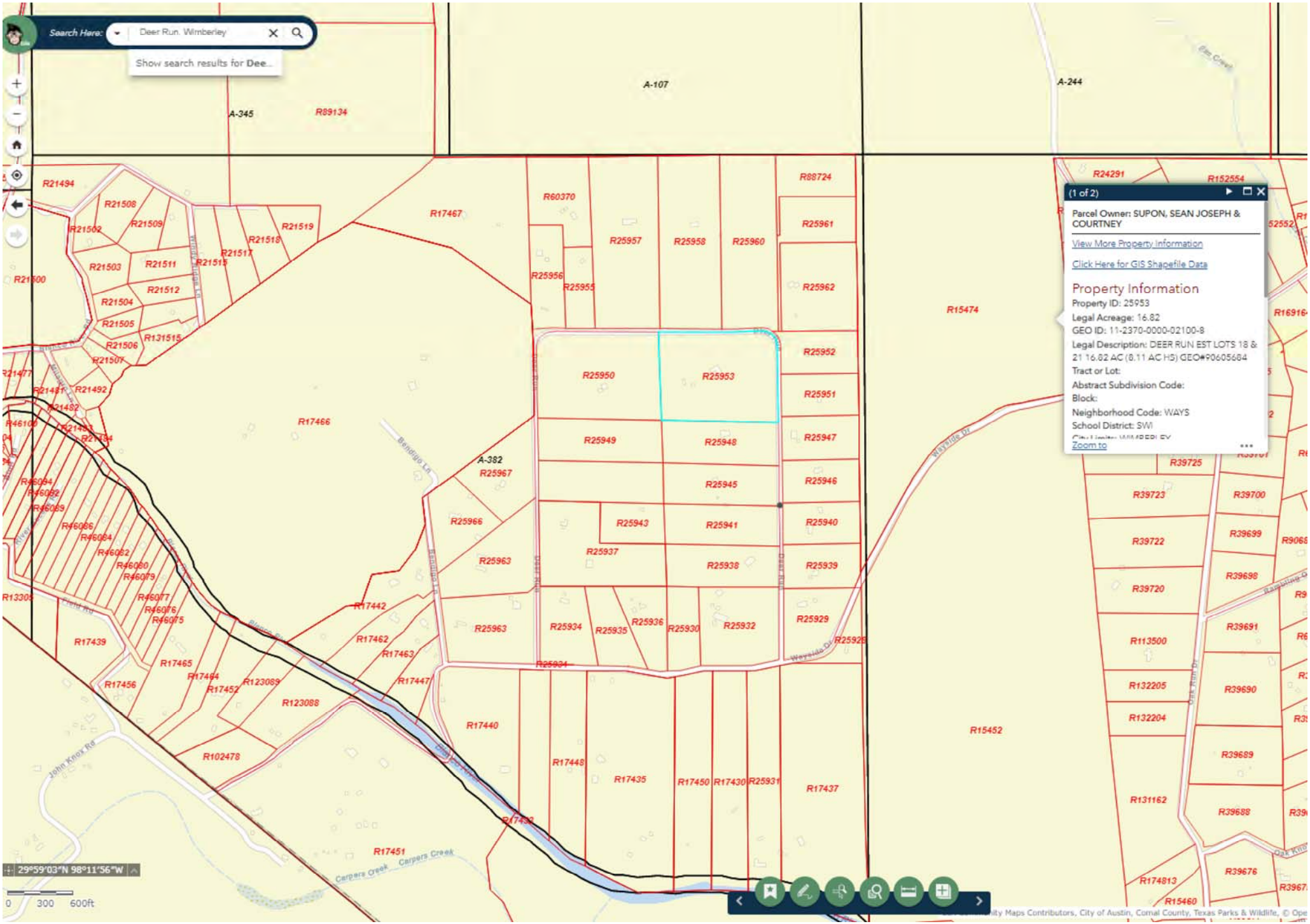
There are no variances requested.

This item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Location Map

Subdivision Plat


Search Here:
Deer Run, Wimberley
Show search results for Dee...
A-107
A-244
A-345
R89134
R21494
R21508
R21502
R21509
R21519
R21518
R21517
R21503
R21511
R21515
R21500
R21512
R21504
R21505
R131515
R21506
R21507
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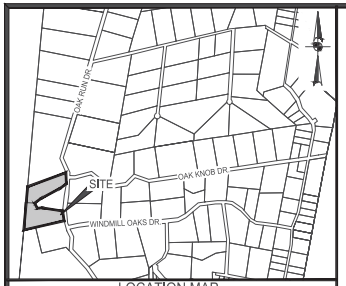
R25934
R25935
R25936
R25930
R25932
R25929
R25925
R25934
R17440
R17448
R17435
R17450
R17430
R25931
R17437
R15452
R24291
R152554
(1 of 2)
Parcel Owner: SUPON, SEAN JOSEPH & COURTNEY
View More Property Information
Click Here for GIS Shapefile Data
Property Information
Property ID: 25953
Legal Acreage: 16.82
GEO ID: 11-2370-0000-02100-8
Legal Description: DEER RUN EST LOTS 18 & 21 16.82 AC (8.11 AC HS) GEO#90605684
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code: WAYS
School District: SWI
Zoom to
R39725
R39723
R39700
R39722
R39699
R39720
R39698
R39691
R113500
R132205
R39690
R132204
R39689
R131162
R39688
R174813
R39676
R15460
Bendigo Ln
Waysida Dr
Oak Run Dr
John Knox Rd
Carpers Creek
29°59'03"N 98°11'56"W
0 300 600ft

PLAT NO.

SUBDIVISION PLAT ESTABLISHING: OAK RUN FARMS SUBDIVISION



LOCATION MAP
NOT TO SCALE

PLAT NOTES:

1. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE FURTHER SUBDIVISION IS PROHIBITED FOR THE DURATION OF FIVE (5) YEARS FOLLOWING THE RECORDING OF THIS PLAT
2. LOTS ARE PROHIBITED FROM FURTHER SUBDIVISION, UNTIL ACCESS IS IMPROVED TO COUNTY STANDARD
3. DEVELOPMENT ON LOTS LARGER THAN FIVE ACRES IS RESTRICTED TO ONE SINGLE FAMILY RESIDENCE OR OTHER DEVELOPMENT EXCLUDED FROM THE TERM "REGULATED ACTIVITIES" UNDER THE EDWARDS AQUIFER RULES OF THE TCEQ (30 TAC CHAPTER 213)

PEDERNALES ELECTRIC COOPERATIVE NOTES

1. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, OR REAR LOT LINES.
2. ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE.
3. EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
4. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
5. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

E.T.J NOTE:
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES' CORPORATE CITY LIMITS OR EXTRA TERRITORIAL JURISDICTION.

SCHOOL DISTRICT:
THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

GROUNDWATER CONSERVATION DISTRICT:
THIS SUBDIVISION IS LOCATED IN HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT # 4.

UTILITY NOTES:
ELECTRIC - PEDERNALES ELECTRIC COOPERATIVE
WATER - INDIVIDUAL PRIVATE WELLS
WASTEWATER - INDIVIDUAL ON-SITE SEWAGE FACILITIES

EDWARDS AQUIFER NOTE:
THIS SUBDIVISION IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

FLOOD PLAIN NOTE:
THIS TRACT IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS MAP NUMBER 48209C0335F, DATED SEPTEMBER 2, 2005.

DRIVEWAY NOTE:
DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

CULVERT NOTE:
ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

EMERGENCY SERVICES DISTRICTS:
THIS SUBDIVISION LIES WITHIN NORTH HAYS COUNTY EMERGENCY SERVICES DISTRICT # 4 AND HAYS COUNTY EMERGENCY SERVICES DISTRICT # 7.

MAIL BOX NOTE:
MAIL BOXES PLACED WITHIN THE ROW SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

WATER NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, 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.

WASTEWATER NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.

LEGEND

644	EXISTING CONTOUR
	PROPERTY LINE
	PROPOSED EASEMENT
	FOUND 1/2" IRON ROD
	SET 1/2" IRON ROD
	FOUND MAG NAIL
	CALCULATED POINT
℄	CENTER LINE
D.R.H.C.T.	DEED RECORDS OF HAYS COUNTY, TEXAS
ESM'T	EASEMENT
ELEC.	ELECTRICAL
E.G.C.T.V.	ELECTRICAL, GAS, CABLE TELEVISION
N.C.B.	NEW CITY BLOCK
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
A.C.	ACRES
VOL.	VOLUME

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER 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.

BY:_____
MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

BY:_____
ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

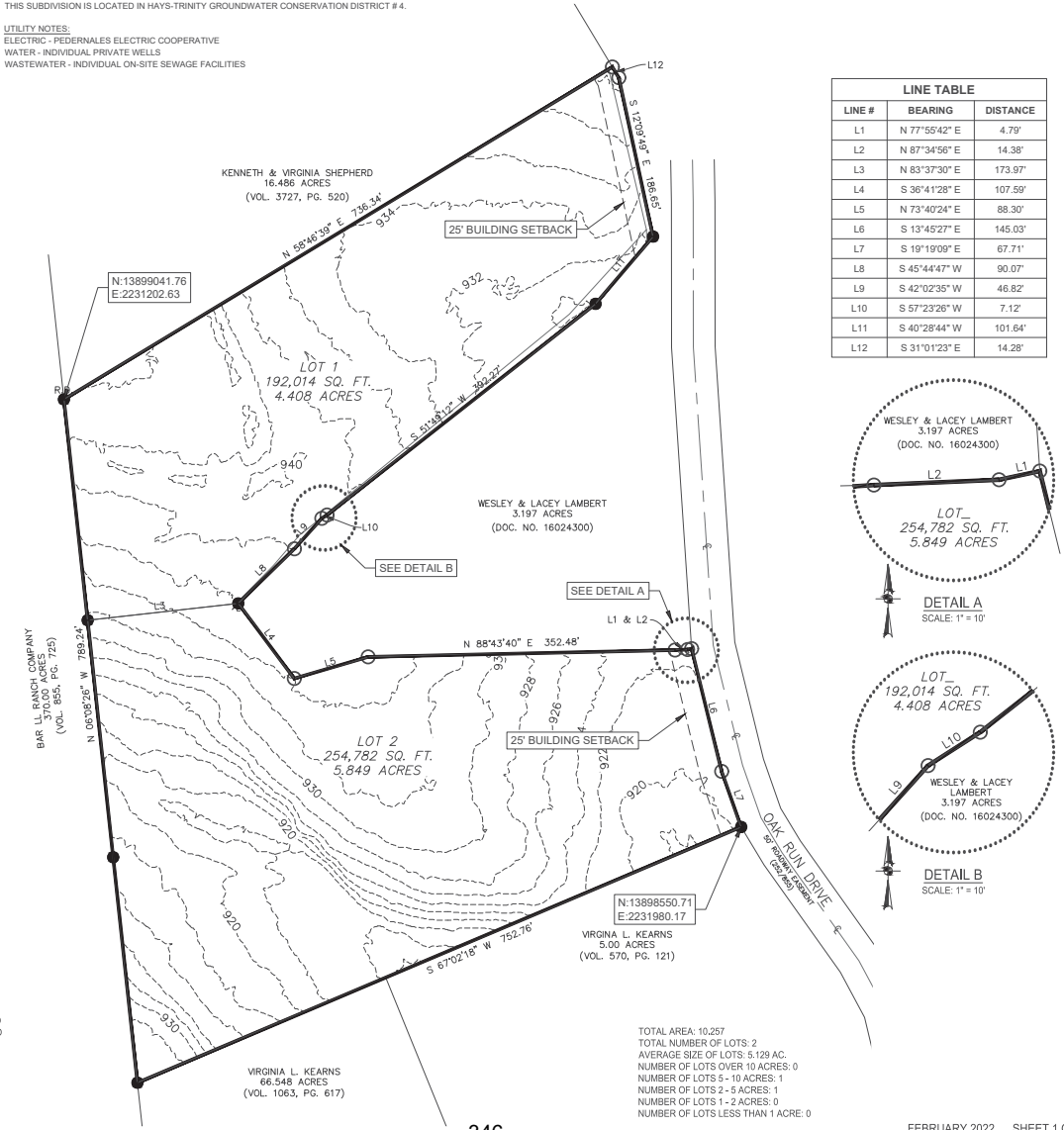
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY HAYS COUNTY.

_____
LICENSED PROFESSIONAL ENGINEER No. 108918
MOISES A. CRUZ
1006 VANCE JACKSON RD.
SAN ANTONIO, TEXAS 78201

STATE OF TEXAS
COUNTY OF HAYS

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY:

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
MARK EWALD
P.O. 1645
BOERNE, TEXAS 78006



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 77°55'42" E	4.79'
L2	N 87°34'56" E	14.38'
L3	N 83°37'30" E	173.97'
L4	S 36°41'28" E	107.59'
L5	N 73°40'24" E	88.30'
L6	S 13°45'27" E	145.03'
L7	S 19°19'09" E	67.71'
L8	S 45°44'47" W	90.07'
L9	S 42°02'35" W	46.82'
L10	S 57°23'26" W	7.12'
L11	S 40°28'44" W	101.64'
L12	S 31°01'23" E	14.28'

DETAIL A
SCALE: 1" = 10'

DETAIL B
SCALE: 1" = 10'

TOTAL AREA: 10.257
TOTAL NUMBER OF LOTS: 2
AVERAGE SIZE OF LOTS: 5.129 AC.
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5 - 10 ACRES: 1
NUMBER OF LOTS 2 - 5 ACRES: 1
NUMBER OF LOTS 1 - 2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

ENGINEERING
structural + civil
401 CONGRESS AVE., SUITE 1540 F-12583 AUSTIN, TEXAS 78701 (512) 298-3360
1006 VANCE JACKSON RD. SAN ANTONIO, TEXAS 78201 (210) 591-8829

0 100 200 300
GRAPHIC SCALE: 1" = 100'

STATE OF TEXAS
COUNTY OF HAYS

KNOWN BY ALL MEN THESE PRESENTS, THAT I, WHITNEY MCKAIN BEING THE OWNER OF 5.849 ACRES OF LAND OUT OF 10.258 ACRES IN THE WESLEY HUGHES SURVEY NO. 11, ABSTRACT NO. 243, HAYS COUNTY, TEXAS BEING THE SAME PROPERTY DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3782, PAGE 10, DEED RECORDS, HAYS COUNTY, TEXAS DO HEREBY SUBDIVIDE SAID LAND TO BE KNOWN AS 3200 OAK RUN SUBDIVISION AND DEDICATE THE USE OF ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN ON THIS PLAT.

OWNER/DEVELOPER:
SHANE & WHITNEY MCKAIN
3200 OAK RUN
WIMBERLEY, TX 78676
_____
OWNER/DEVELOPER

OWNER/DEVELOPER:
RAMON & AMBER BUSBOOM
3200 OAK RUN
WIMBERLEY, TX 78676
_____
OWNER/DEVELOPER

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____ 2020.

_____
NOTARY PUBLIC
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 20___, AT _____ O'CLOCK ___M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER_____.

WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE ___ DAY OF _____, 20___ A.D.

BY:_____
ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ___ DAY OF _____ 20___, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED ON 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 OF COUNTY CLERK OF SAID COUNTY ON THIS THE ___ DAY OF _____, 20___ A.D.

BY:_____
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

BY:_____
ELAINE HANSON CARDENAS
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

Discussion and possible action to approve the appointment of Mark Wobus as Hays County Fire Marshal, effective April 4, 2022, and approve the official bond pursuant to Sections 352.011 and 352.012 of the Texas Local Government Code.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	

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

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 repairs to the sidewalk, electrical panels, and generator panels located on the exterior of the Local Health Department in the amount of $21,911.12 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	$21,911.12

LINE ITEM NUMBER

170-657-00.5741

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The electrical panels and generator panels mounted to the back-exterior wall of the Health Department are being damaged and pulled away from the wall by the sidewalk running behind the building. The wiring and conduit from the panels run under the sidewalk, and the sidewalk is being washed away from the building every time there is rain. As the sidewalk is being washed away, it is pulling all the wiring and conduit with it, causing the panels that are attached to the exterior wall to be damaged and separate from the building.

The sidewalk/concrete work and construction work have been quoted to us by Sullivan Construction Services under Choice Partners Contract #21/039MR-14. The electrical work will be done by CT Electric under our contract RFP 2018-P10. They will demo the old sidewalk, replace/repair the electrical/generator panels, wires, and conduit, repair the exterior wall that was damaged, and then pour a new sidewalk.

We are requesting that funding for this project be provided by the County as it was not budgeted for in the FY22 Operating Budget.

Attachments:
Sullivan Construction Proposal
CT Electric Proposal

Budget Amendment:
Decrease 170-657-00.5448 Contract Services
Increase 170-657-00.5741 Misc. Cap Improvement

Johnny Homann

DBA CT. ELECTRIC
PO BOX 1185
LOCKHART, TX 78644

Estimate

Date	Estimate #
3/8/2022	399

Name / Address
Hays County 712 S. Stagecoach Trail Suite 1071 San Marcos, Tx 78666

Project
HEALTH DEPART...

Item	Description	Qty	Rate	Total
Journeyman	SOW for Health Department: after hours work included - shut down panel to building to retie in and repair wire damage by concrete failure - during and after excavation repair broken conduit in ground and reattach to all panels - repair or replace damaged wire and or connections in panel - secure panels on exterior building back in place since they have pulled way from the siding	24	55.00	1,320.00
Apprentice	Same as above	24	35.00	840.00
Materials	Wire, PVC, connectors	1	500.00	500.00

Total $2,660.00

Office (830)372-3812 / Fax (830)401-5888
PO BOX 2610 Seguin, TX 78156
www.scs-tx.com

PROPOSAL

The Pounds Group LLC dba Sullivan Contracting Services	**Choice Partners Contract #: 21/039MR-14**

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

Phone: 512.393.7659
Job # : 0
Email: chris.deichmann@co.hays.tx.us
Job Name: Hays Co. Health Center Concrete - CP

3/2/2022

Labor and materials to complete the following project:

Job Description

- Demo entire sidewalk where indicated during site visit **2/28/2022.**
- Re-grade area to make ready for pour back.
- Provide and install new concrete approximately 21'x 4'6".
- Provide and install joint sealant along existing concrete and new concrete where indicated during site visit.
- Remove and replace damaged cement board siding where indicated during site visit.
- Clean up mess generated by construction.

After hour pricing included in total.

Exclude: Structural Design/Fees, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.
Price excludes any owner mandated COVID-19 Testing, Procedures, and/or changes to normal work practices not covered above.
Due to current volatility in the market, proposal has potential to only be guaranteed for 15 days

CostWorks Base	$20,264.34
95% Coeff	$19,251.12
Owner Contingency	$0.00
Sub Total	$19,251.12
Bond	$0.00
PROJECT TOTAL	**$19,251.12** *Plus applicable sales tax*

Respectfully submitted,
Kyle Baker

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and/or specifications submitted in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon WRITTEN orders and will become an extra charge

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 Agreement for Grant Management and Program Management Services for the American Rescue Plan Act (ARPA) between Hays County and Ardurra Group, Inc.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	NTE $1,320,000.00

LINE ITEM NUMBER

Fund 011 - American Rescue Plan Act Fund

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

On or about February 15, 2022, the Commissioners Court awarded RFP 2021-P07 to Ardurra Group, Inc. to provide financial oversight and assistance in the form of 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.

AGREEMENT FOR GRANT MANAGEMENT AND PROGRAM MANAGEMENT SERVICES FOR THE AMERICAN RESCUE PLAN ACT FOR HAYS COUNTY

THE STATE OF TEXAS §

COUNTY OF HAYS §

THIS AGREEMENT is made and entered into by and between the **Hays County, Texas** (hereinafter the "County"), a governmental agency and body politic and **Ardurra Group Inc** (hereinafter the "Grant Manager").

R E C I T A L S:

WHEREAS, per RFP # 2021-P07, the County publicly solicited and opened proposals for an administration and management firm to provide professional services as described in said request and Grant Manager was evaluated, recommended by committee and approved by County Court; and

WHEREAS the County desires for Professional Services to provide financial oversight and assistance in the form of 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 County desires a Grant Manager to be responsible for application development and project management along with Management and Administration of the grant. The Grant Manager will assist Hays County and/or grant recipients in completion of all projects; and

WHEREAS, the Grant Manager represents that it is qualified and willing to provide such services that may be required by the County;

NOW, THEREFORE, the County and the Grant Manager, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF SERVICES

In consideration of any fees to be paid to Grant Manager by the County, Grant Manager shall provide the work and services described in **Exhibit "A" hereto (the "Services or the "Scope of Services").**

The Grant Manager shall commence the Services upon execution of this Agreement by the Parties. **Grant Manager shall have no entitlement to compensation for any Work under the**

Agreement unless such Services are authorized under the Scope of Services, as may be amended by written agreement of the Parties.

During the course of any services authorized hereunder, the Grant Manager shall provide the County with monthly progress reports or at such times and in such manner as may be requested by the Hays County Director of Countywide Operations. If it should become evident that the Grant Manager will not be able to complete any service hereunder by the previously set completion date or within the previously set budget for same, the Grant Manager shall notify the Hays County Director of Countywide Services as soon as possible.

SECTION II

TIME OF PERFORMANCE

Upon execution of this Agreement by the Parties, the Grant Manager shall proceed diligently to complete each service described in the Scope of Services within the limits of time specified in this Agreement. The County shall have no obligation to pay for a service performed after the required completion date for same, as set forth in its Scope of Services, attached hereto as Exhibit A, except to the extent the date for required completion is extended and continuation of such service is approved by the County Manager.

SECTION III

THE GRANT MANAGER'S COMPENSATION

For and in consideration of services rendered hereunder by the Grant Manager, the County shall pay the Grant Manager on a per-application basis, as agreed to in writing by the Parties.

It is expressly understood that the Grant Manager shall neither seek reimbursement nor will the County be obligated to pay or reimburse the Grant Manager for normal business expenses such as overtime premium rate, postage, messenger services, delivery charges, mileage within Hays counties, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blue line drawings or photocopies specifically required by Section I, or other costs or expenses, except those for which reimbursement is specifically provided in the following sentence. If approved in writing by the Hays County Director of Countywide Operations prior to their being incurred, the Grant Manager may be reimbursed for the reasonable and necessary cost of the following, to the extent they are incurred in providing services hereunder: copies of reports or other documents to be delivered to the authority or in Section I, costs of travel outside of Hays counties, rental costs of transportation equipment necessary to gain access to the project site, costs of presentation materials (i.e., charts, slides, transparencies), and costs of photographic and video services.

The County shall have no obligation to pay compensation or reimbursement for any service or expense in excess of the amount budgeted for same in the Scope of Services, except to the extent the budget for such service is increased and continuation of such service is approved in writing by the County. Likewise, the County shall have no obligation to pay compensation, including

reimbursement, in excess of the Not-to-Exceed amount of one million three hundred and twenty-thousand dollars $1,320,000.00 USD) ("the Compensation Cap") without prior approval.

For services compensated under the reimbursable method, the County shall pay the Grant Manager for the units completed or hours worked in accordance with **Exhibit "D": GRANT MANAGER'S RATE SHEET**.

SECTION IV

TIME OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Grant Manager shall submit a sworn statement to the County, in a form suitable to the County, setting forth the services provided under this Agreement which were completed during such time period and the compensation which is due. The Grant Manager's statement becomes due and payable within thirty (30) days after approval by the County unless such statement is rejected for cause and returned to the Grant Manager. The County shall review the statements and approve them with such modifications, if any, as he/she deems appropriate. Approval or payment of any statement shall not be considered to be evidence of performance by the Grant Manager or of receipt or acceptance by the County of the work covered by such statement. The final statement submitted shall certify that all services to be provided pursuant to this Agreement have been performed. Within thirty (30) days after the performance of all services provided for in this Agreement and the acceptance thereof by the County, the County shall pay to the Grant Manager the amount of the final statement as approved by the County, subject to the limitations of liability set forth herein. The statements submitted by the Grant Manager to the County hereunder shall be limited to include any work or services performed pursuant to this Agreement only. The Grant Manager shall not include any work or services performed, required to be performed, or billed under or pursuant to any other agreement.

SECTION V

TERMINATION

Either party may terminate this Agreement at any time by providing notice in writing to the other party in accordance with 2 C.F.R. Part 200, Appendix II (B). Upon receipt of such notice from the County, the Grant Manager shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Grant Manager shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall pay the Grant Manager the prescribed compensation for the services actually performed under this Agreement, less such payments on account of the charges as have been previously made. Copies of all complete or partially complete designs, plans, specifications, and other documents prepared or obtained under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION VI

CONFLICTS OF INTEREST

In accordance with Chapter 176 of the Texas Local Government Code, the Grant Manager shall complete Conflict of Interest Questionnaire Form CIQ.

In accordance with Section 2252.908 of the Texas Government Code, the Grant Manager shall submit a Certificate of Interested Parties (Form 1295, www.ethics.state.tx.us).

In accordance with Hays County Policy, the Grant Manager shall submit a Related Party Disclosure Form, a copy of which is attached hereto as Exhibit "B".

SECTION VII

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States post office, addressed to the County or the Grant Manager at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Grant Manager:	Ardurra Group, Inc 7500 Rialto Boulevard Building 1, Suite 240 Austin , TX 78735
To the County:	Hays County 712 S. Stagecoach Trial, Suite 1045 San Marcos, Texas 78666
Attention:	Director of Countywide Services
With Copy to:	General Counsel – Hays County 111 E. San Antonio Street, Suite 202 San Marcos, TX 78666

Either party may designate a different address by giving the other party ten (10) days' written notice.

SECTION VIII

SUCCESSORS AND ASSIGNS

The County and the Grant Manager bind themselves and their successors, executors, administrators and assigns to the other party this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the Grant Manager shall assign, sublet, or transfer its or his/her interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION IX

PUBLIC CONTACT

The Grant Manager shall under no circumstances release any material or information developed in the performance of its services hereunder, without the prior express written permission of the County. Contact with the news media, private citizens, or community organizations shall be the sole responsibility of the County. Inquiries concerning this Agreement or any requested service shall be referred to the General Manager.

SECTION X

COMPLIANCE AND STANDARDS

A. Standard of Care.

The Grant Manager agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use the degree of care and skill commensurate with the Grant Management profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the Grant Manager's performance. The Grant Manager represents that, prior to performing hereunder, the Grant Manager has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the County and agrees that he shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

B. Equal Employment Opportunity

The County stands as an equal employment opportunity (EEO) employer and is committed to providing fair and equal treatment of all employees and/or agents without regard to race, color, religion, sex (including sexual orientation and gender identity), national origin, pregnancy, genetic information, citizenship or immigration status, disability, military status, or age. The Grant Manager recognizes that vendors, contractors and their employees, customers, and the public also are recipients of this same commitment.

C. Historically Underutilized Businesses ("HUBs").

It is County's policy to assist HUBs, whenever possible, to participate in providing goods and services to County. County encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling Grant Manager's obligations with the County. If Grant Manager subcontracts with others for some or all of the services to be performed under this Agreement, Grant Manager agrees to comply with all HUB requirements of the County.

D. This Agreement may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, Grant Manager will comply with all applicable regulations as listed in **Exhibit "C"-- Required Federal Contract Clauses & Requirements.**

E. Drug Free Workplace.

The Grant Manager shall implement and maintain an active drug free workplace policy for all employees working on projects of the County. The policy shall be made available to the County upon request.

F. Residency.

The Grant Manager shall implement and maintain internal procedures to ensure that all personnel of the Grant Manager are legal to work in the United States of America.

F. Israel.

By executing this Agreement, Grant Manager verifies that the Grant Manager will not boycott Israel during the term of this Agreement.

SECTION XI

LICENSE REQUIREMENTS

The Grant Manager shall have and maintain any licenses or certification required by the State of Texas or recognized professional organization governing the services performed under this Agreement.

SECTION XII

INSURANCE AND INDEMNIFICATION

The Grant Manager at the Grant Manager's own expense shall purchase, maintain, and keep in force such insurance as will protect the Grant Manager from claims set forth below that may arise out of or result from the Grant Manager's operations under the Contract, whether such operations

be by the Grant Manager or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Before commencing any of the work, the Grant Manager shall file, furnish, and maintain a valid "Certificates of Insurance" acceptable to the County substantiating the fact that the Grant Manager has taken out the specified insurance for the period covered by the Contract with an insurance carrier acceptable to the County and the State of Texas. The Grant Manager shall require all sub-contractors to carry limits equal to or greater than stated in this agreement.

"CERTIFICATE OF INSURANCE" SPECIFICATIONS: THE COUNTY MAY IMPOSE ANY REASONABLE INSURANCE REQUIREMENT ON THE GRANT MANAGER, DEPENDING ON THE NATURE OF THE CONTRACT AND THE WORK TO BE PERFORMED. THE FOLLOWING ARE GUIDELINES TO SET FORTH THE INSURANCE REQUIREMENTS THE COUNTY GENERALLY REQUIRES.

FOR PURPOSES OF THIS POLICY DOCUMENT, THE GRANT MANAGER IS DEFINED AS AN INDIVIDUAL, COMPANY, OR CORPORATION WHO PROVIDES SERVICES INVOLVING USE OF MANPOWER.

THE GRANT MANAGER, AT THE GRANT MANAGER'S OWN EXPENSE SHALL PURCHASE, MAINTAIN, AND KEEP IN FORCE SUCH INSURANCE AS WILL PROTECT THE GRANT MANAGER FROM CLAIMS SET FORTH BELOW THAT MAY ARISE OUT OF OR RESULT FROM THE GRANT MANAGER'S OPERATIONS UNDER THE CONTRACT, WHETHER SUCH OPERATIONS BE BY THE GRANT MANAGER OR BY ANY SUBCONTRACTOR OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

BEFORE COMMENCING ANY OF THE WORK, THE GRANT MANAGER SHALL FURNISH AND MAINTAIN A VALID, "CERTIFICATE OF INSURANCE" ACCEPTABLE TO COUNTY SUBSTANTIATING THE FACT THAT GRANT MANAGER HAS TAKEN OUT THE SPECIFIED INSURANCE FOR THE PERIOD COVERED BY THE AGREEMENT WITH AN INSURANCE CARRIER ACCEPTABLE TO COUNTY. THE GRANT MANAGER SHALL REQUIRE ALL SUB-CONTRACTORS TO CARRY LIMITS EQUAL TO OR GREATER THAN STATED IN THIS AGREEMENT.

CERTIFICATE OF INSURANCE SPECIFICATIONS: THE INSURANCE CARRIER SHALL BE LICENSED OR ADMITTED TO DO BUSINESS IN THE STATE OF TEXAS IN WHICH THE WORK IS TO BE PERFORMED. THE POLICIES NOTED IN THESES INSURANCE REQUIREMENTS SHALL NOT BE CANCELLED, OR RENEWED, OR MATERIALLY CHANGED IN A MANNER THAT ADVERSELY AFFECT THE COUNTY OR ANY ADDITIONAL INSURED UNTIL THIRTY (30) DAYS PRIOR WRITTEN NOTICE HAS BEEN PROVIDED TO THE COUNTY BY THE GRANT MANAGER OR BY GRANT MANAGER'S INSURANCE AGENT/BROKER.

NOTHING CONTAINED SHALL BE CONSTRUED AS LIMITING IN ANY WAY THE

EXTENT TO WHICH THE GRANT MANAGER OR THE GRANT MANAGER'S SUB-CONTRACTOR MAY BE HELD RESPONSIBLE FOR PAYMENT OF DAMAGES RESULTING FROM HIS OR HIS SUB-CONTRACTOR'S OPERATIONS.

ALL PROPERTY AND LIABILITY INSURANCE, INCLUDING COMPREHENSIVE GENERAL, PUBLIC, AND AUTOMOTIVE, SHALL BE WRITTEN BY AN INSURER LICENSED TO CONDUCT BUSINESS IN THE STATE OF TEXAS. COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES SHALL BE NAMED AS AN ADDITIONAL INSURED.

LIMITS OF INSURANCE SHALL BE AT A MINIMUM:

(1) COMMERCIAL GENERAL LIABILITY, (INCLUDING CONTRACTUAL, COMPLETED OPERATIONS, AND PRODUCTS LIABILITY) – IN THE AMOUNT OF $2,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE. COUNTY AND THEIR AUTHORIZED OFFICERS, REPRESENTATIVES, AND EMPLOYEES SHALL BE NAMED AS ADDITIONAL INSURED AS RESPECT TO LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF GRANT MANAGER; PRODUCTS AND COMPLETED OPERATIONS OF GRANT MANAGER, PREMISES OWNED, OCCUPIED OR USED BY GRANT MANAGER.

(2) AUTOMOBILE LIABILITY INSURANCE – IN THE AMOUNT OF $1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT, FOR BODILY INJURY AND PROPERTY DAMAGE. THE POLICY SHALL PROVIDE COVERAGE FOR OWNED, HIRED, AND NON-OWNED COVERAGE. IF AN AUTOMOBILE IS TO BE UTILIZED IN THE EXECUTION OF THIS AGREEMENT, AND THE VENDOR / GRANT MANAGER DOES NOT OWN A VEHICLE, THEN PROOF OF HIRED AND NON-OWNED COVERAGE IS SUFFICIENT. AUTOMOBILE LIABILITY LIMITS ABOVE MINIMUM STATE REQUIRED LIMITS MAY BE WAIVED IF VEHICLE USE IT LIMITED TO THE COUNTY FACILITY ENTRANCE PARKING LOTS AND NOT USED ELSEWHERE ON COUNTY PREMISES.

(3) WORKER'S COMPENSATION INSURANCE – THE GRANT MANAGER SHALL PROVIDE AND MAINTAIN WORKER'S COMPENSATION INSURANCE THAT COMPLIES IN ALL ASPECTS AND AMOUNTS WITH ALL APPLICABLE STATE AND LOCAL STATUTES AND ORDINANCES AND EMPLOYERS LIABILITY CONVERGE IN THE AMOUNT OF BODILY INJURY BY ACCIDENT - $1,000,000 PER ACCIDENT; BODILY INJURY BY DISEASE - $1,000,000 POLICY LIMIT; BODILY INJURY BY DISEASE - $1,000,000 PER EMPLOYEE. THE INSURED SHALL AGREE TO WAIVER ALL RIGHTS OF SUBROGATION AGAINST THE COUNTY, IT OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE GRANT MANAGER FOR THE COUNTY. TEXAS LABOR CODE SEC. 409.096 PROVIDES CERTAIN EXCEPTIONS THAT ALLOWS FOR A COMPANY TO 'SELF-INSURE'.

(4) PROFESSIONAL LIABILITY: A PROFESSIONAL GRANT MANAGER OR

REGISTERED ARCHITECT OR REGISTERED SURVEYOR SHALL CARRY PROFESSIONAL LIABILITY COVERAGE IN THE AMOUNT OF $1,000,000 PER CLAIM/AGGREGATE, COVERAGE SHALL CONTINUE FOR A MINIMUM OF TWO YEARS AFTER ASSIGNMENT UNDER THIS CONTRACT IS COMPLETED.

(5) **CONTRACTUAL LIABILITY INSURANCE – THE GRANT MANAGER SHALL OBTAIN COVERAGE COVERING THE INDEMNITY PROVISION OF THIS CONTRACT IN THE SAME AMOUNT AND COVERAGE AS PROVIDED FOR COMMERCIAL GENERAL LIABILITY POLICY, SPECIFICALLY REFERRING TO THIS CONTRACT BY DATE, JOB NUMBER AND LOCATION.**

THE GRANT MANAGER SHALL CAUSE HIS INSURANCE COMPANY OR INSURANCE AGENT TO FILL IN ALL INFORMATION REQUIRED (INCLUDING NAMES OF INSURANCE AGENCIES, GRANT MANAGER, AND INSURANCE COMPANIES, AND POLICY NUMBERS, EFFECTIVE DATES AND EXPIRATION DATES, AND PROVIDE PROOF THAT COUNTY IS AN ADDITIONAL INSURED) AND TO DATE AND SIGN AND DO ALL OTHER THINGS NECESSARY TO COMPLETE AND MAKE INTO A VALID CERTIFICATE OF INSURANCE. THE CERTIFICATE OF INSURANCE SHALL BE FILED WITH COUNTY PRIOR TO COMMENCING ANY OF THE WORK AND WITHIN THE TIME OTHERWISE SPECIFIED. NONE OF THE PROVISIONS IN THE CERTIFICATE OF INSURANCE SHALL BE ALTERED OR MODIFIED IN ANY RESPECT EXCEPT AS HEREIN EXPRESSLY AUTHORIZED.

THE CERTIFICATE(S) SHALL STATE: "ADDITIONAL INSURED (ALL POLICIES, EXCEPT WORKERS COMPENSATION & PROFESSIONAL LIABILITY) IN FAVOR OF COUNTY AND WAIVER OF SUBROGATION (ALL POLICIES) IN FAVOR OF COUNTY".

IN NO CASE SHALL THE USE OF SUB-CONTRACTORS IN ANY WAY ALTER THE POSITION OF THE GRANT MANAGER OR THE GRANT MANAGER'S SURETIES WITH RELATION TO THIS AGREEMENT. WHEN A SUB-CONTRACTOR IS USED, THE RESPONSIBILITY FOR EVERY PORTION OF THE WORK SHALL STILL REMAIN WITH THE GRANT MANAGER.

INDEMNIFICATION

THE GRANT MANAGER SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, REPRESENTATIVES, AND EMPLOYEES, AGAINST, AND HOLD THEM HARMLESS FROM, ANY AND ALL LIABILITY FOR INJURY OR DEATH TO ANY PERSON, AND FOR DAMAGE TO ANY PROPERTY, TO THE EXTENT THAT SUCH INJURY OR DAMAGE IT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE GRANT MANAGER OR THE GRANT MANAGER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE GRANT MANAGER EXERCISES CONTROL, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARISE DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT BY THE COUNTY, ITS

EMPLOYEES, OFFICERS OR AGENTS.

FURTHER, THE GRANT MANAGER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF GRANT MANAGER AND SHALL EXONERATE, INDEMNIFYAND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION.

SECTION XIII

OWNERSHIP OF PLANS, COPYRIGHT,
AND OTHER INTELLECTUAL PROPERTY

The County shall be the absolute and unqualified owner of any information, programs, Mylar reproducible, plans, preliminary layouts, sketches, reports, cost estimates, software, firmware, designs, computer applications, computations, computer input/output information, and other documents, materials and/or data, including the source codes therefore, and any original works or authorship and any material objects in which any such works are embodied, that are prepared pursuant to this Agreement, with the same force and effect as if the County prepared the same upon payment of all amounts rightfully owed by the County to the Grant Manager.

To the extent that the Grant Manager has retained any rights in any intellectual property related to this Agreement, the County shall have, and the Grant Manager hereby grants, an irrevocable pair-up, royalty-free, non-exclusive perpetual license in and to any and all such intellectual property, and the Grant Manager hereby grants an irrevocable covenant not to sue the County on any such intellectual property rights.

The Grant Manager agrees that, for the purposes of establishing copyright ownership, all works of authorship prepared pursuant to this Agreement shall be deemed to have been prepared, to the extent authorized by law, on a “works made for hire” basis. In the event and to the extent that any such works of authorship prepared pursuant to this Agreement do not constitute “works made for hire” as that term is defined under the applicable copyright law, the Grant Manager shall irrevocably assign and transfer to the Authority all right, title, and interest in and to the copyrights, and any renewals and/or extensions of the copyrights, for any such works

The Grant Manager agrees to execute and deliver all additional documents and instruments, and to perform all additional acts, as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement, and all such transactions contemplated hereby, including but not limited to the execution of applications for registration of copyrights, and the execution of recordable assignment documents to effectuate the transfer of ownership of copyrights as contemplated by this Agreement.

The Grant Manager agrees that, upon request from the County, the Grant Manager shall promptly deliver to the County copies, in a form acceptable to the County Manager, of any and all information, programs, Mylar reproducible, plans, preliminary layouts, sketches, reports, cost

estimates, software, firmware, designs, computer applications, computations, computer input/output information, and other documents, materials and/or data, including the source codes therefore, and any material objects embodying any works of authorship, prepared pursuant to this Agreement.

Copies of all complete or partially complete information, programs, Mylar reproducible, plans, preliminary layouts, sketches, reports, cost estimates, software, firmware, designs, computer applications, computations, computer input/output information, and other documents, materials and/or data, including the source codes therefore, and any material objects embodying any works of authorship, prepared pursuant to this Agreement, shall also be delivered by the Grant Manager to the County Manager when and if this Agreement is terminated, or upon completion of performance hereunder, whichever occurs first.

The Grant Manager may retain one (1) set of reproducible copies of such documents, materials and/or data, but such copies shall be for the Grant Manager's sole use in the preparation of studies or reports for the County only. The Grant Manager is expressly prohibited from using, selling, licensing, or otherwise marketing or donating such documents, materials and/or data, or using same in the preparation of work for any other client without the express written permission of the County Manager. The Grant Manager does not intend or represent that construction documents, materials, and/or data will be suitable for reuse. If the County reuses the same, such action partially complete plans, layouts, sketches, specifications, or other documents, materials, and/or data by virtual terminations under Section V above, the Grant Manager shall not be held accountable or responsible for the completeness of any document, material and/or data so produced.

SECTION XIV

RECORDS RETENTION

The Grant Manager shall retain its project records and shall keep same available for inspection during regular business hours by County officials or designated representatives of the County for a period up to 1460 days (four years) following the latest day of the last written correspondence between the County and Grant Manager regarding final payments to the Grant Manager, Construction Contractor(s) and Subcontractors, whichever is the latest.

SECTION XV

MODIFICATION

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

SECTION XVI

CONFLICT RESOLUTION

The County shall decide any and all questions that may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Grant Manager. Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation, if any, shall be held in Hays County, Texas. Venue of any and all claim, litigation or disputes shall be exclusively in Hays County, Texas.

SECTION XVII

SEVERABILITY

Any provision or part of this Agreement 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 the Grant Manager, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION XVIII

MERGER

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XIX

CONTRACT TERM

The term of the contract shall be three (3) years from date of contract execution. Contract term can be extended via two (2) one-year extensions if mutually agreed upon by both parties.

SECTION XX

CHOICE OF LAW

This Agreement, its construction and any disputes arising out of, related to or connected with it shall be governed by the laws of the State of Texas without regard to its conflict of law principles. This Agreement is performable in Hays County, Texas.

SECTION XXI

EXECUTION

The County executes this Agreement by and approval and through the County (the "County") of the County, which action has been duly authorized at a meeting of the County Court authorizing the County to sign any and all documents. This Agreement shall not become effective until executed by all parties hereto.

COUNTY OF HAYS

By: _____
Ruben Becerra, County Judge

Date Signed: _____

ATTEST:

By: _____

_____

ARDURRA GROUP, INC

By: _____
Chris Canonico, P.E. Principal

Date Signed: 3/17/2022

ATTEST:

By: _____

Kartik Vaith, PE, Chief Strategy Officer

EXHIBIT A

SERVICES AND SCOPE OF WORK
AMERICAN RESCUE PLAN
GRANT MANAGEMENT ASSISTANCE

1.0 INTRODUCTIONS:

Hays County (County) has soliciting for a qualified firm for Program Management Services to assist the County in the overall management of its American Rescue Plan Act (ARPA) of 2021 allocation activities, funded through the United States Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds. The COUNTY has received $44,711,903 from the ARPA Grant. The GRANT MANAGER will be responsible for application development and project management along with Management and Administration of the grant.

2.0 SCOPE OF WORK

A. GRANT MANAGEMENT SERVICES

The GRANT MANAGER is to provide assistance and support for ARPA grants management and administration as needed to exhaust the current funds in the Program. The GRANT MANAGER shall work closely and collaborate with County to provide for proper use and application of federal funds. The GRANT MANAGER will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, The GRANT MANAGER will perform services and work necessary to complete these activities on a work authorization basis.

The GRANT MANAGER will perform services and work necessary to complete the following objectives and tasks:

B. 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.

C. 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 form 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.

D. 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.

E. 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.

F. 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.

G. Policy Support

The GRANT MANAGER shall provide support to the COUNTY on all relative grant policies, including but not limited to providing the COUNTY with any changes in policies, procedures, processes, or deadlines throughout the Program process.

3.0 WORK AUTHORIZATIONS

All work shall be approved through separate work authorizations. Each work authorization shall be provided its own separate defined scope of services, budgetary limit and schedule.

4.0 COMPENSATION

Payments to GRANT MANAGER shall be based on unit rates provided in **Exhibit "D" – Rate Sheet** up to a not to exceed (NTE) amount of $1,320,000. GRANT MANAGER shall track costs and notify County when total expenditures exceed 80% of the NTE amount. Total Compensation may be modified by mutual agreement.

5.0 TIME OF PERFORMANCE

The services of the GRANT MANAGER shall commence on March 22, 2022. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024 with the option to extend by both parties.

XVI. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

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

None

Attach additional pages if necessary.

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

Ardurra Group, Inc.

Name of Vendor

Signature of Certifying Official

Managing Principal

Title of Certifying Official

Chris Canonico, PE

Printed Name of Certifying Official

October 12, 2021

Date

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

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

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

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

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

Exhibit C
Required Federal Contract Clauses & Requirements

2 C.F.R. Part 200, Required Contract Clauses

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, 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 effected 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) 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 exclusions 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." SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 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.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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: Chris Canonico, Principal

Respondent's Tax ID: 59-1782900 Telephone: 713-540-5512

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.

Exhibit D

RATE SHEET
ARDURRA GROUP, INC
GRANT MANAGEMENT AND PROJECT MANAGEMENT FOR AMERICAN RESCUE PLAN ASSISTANCE PROGRAM

Ardurra's cost proposal reflects all services provided to manage programs and/or provide services for the four eligible activities under Subtitle M Sec 603(c)(1) of the ARP Act (Direct Allocation).

Classification	Hourly Rate
Program Manager	$200
Financial Manager	$170
Grant Administrator	$150
Public Outreach & Communications I	$140
Public Outreach & Communications II	$105
Administrative Assistant I	$95
Administrative Assistant II	$75
County Liaison	$185

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 Resolutions and Application Affidavit associated with filing an application for financial assistance from the Texas Water Development Board (TWDB) and authorize the execution of said documents.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	

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

On or about January 18, 2022, the Court authorized Texas Water Trade (TWT) to complete and submit an application to the TWDB on behalf of Hays County for use of the Clean Water State Revolving Fund for financing of up to $17,500,0000 for water quality protection lands.

Application Affidavit

THE STATE OF TEXAS §

COUNTY OF Hays §

APPLICANT County of Hays, Texas §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Ruben Becerra, Hays County Judge as the Authorized Representative of the County of Hays, Texas, who being by me duly sworn, upon oath says that:

1. The decision by the Hays County Commissioners Court (authority, city, county, corporation, district) to request financial assistance from the Texas Water Development Board ("TWDB") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq,) and after providing such notice as required by such Act as is applicable to the County of Hays, Texas (authority, city,county, corporation, district).

2. The information submitted in the application is true and correct according to my best knowledge and belief.

3. The County of Hays, Texas (authority, city, county, corporation, district) has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none").
None.

4. The County of Hays, Texas (authority, city, county, corporation, district) warrants compliance with the representations made in the application in the event that the TWDB provides the financial assistance.

5. The County of Hays, Texas (authority, city, county, corporation, district) is or will become in compliance with all of its material contracts.

6. The County of Hays, Texas (authority, city, county, corporation, district) will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the TWDB.

_____
Official Representative

Title:_____

SWORN TO AND SUBSCRIBED BEFORE ME, by_____,

on this_____day of_____, 20____.

(NOTARY'S SEAL)

_____
Notary Public, State of Texas

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Commissioners Court of the County of Hays, Texas requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE Commissioners Court OF THE County of Hays, Texas:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $ 17,500,000.00 to provide for the costs of the Hays County Water Quality Protection Land Acquisition Program.

SECTION 2: That the General Counsel of Hays County be and is hereby designated the authorized representative of the County of Hays, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the County of Hays, Texas before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Dan Wegmiller
Managing Director, Specialized Public Finance

Engineer: Jerry Borcherding
Hays County Engineer

Bond Counsel: Julia Houston
Partner, Orrick

PASSED AND APPROVED, this the _____ day of _____, 20____.

ATTEST: _____ By: _____

(Seal)

Application Resolution - Certificate of Secretary

THE STATE OF TEXAS §
COUNTY OF Hays §
APPLICANT County of Hays, Texas §

I, the undersigned, Secretary of the County of Hays Texas, DO HEREBY CERTIFY as follows:

1. That on the 22nd day of March, 2022, a regular/special meeting of the Hays County Commissioners Court was held; the duly constituted members of the Hays County Commissioners Court being as follows:

Debbie Ingalsbe, Mark Jones, Lon Shell, Walt Smith, and Ruben Becerra

all of whom were present at the meeting, except the following:

N/A

Among other business considered at the meeting, the attached resolution entitled:

"A RESOLUTION by the Commissioners Court of the County of Hays, Texas requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation; and making certain findings in connection therewith."

was introduced and submitted to the Commissioners Court for passage and adoption. After presentation and consideration of the resolution, and upon a motion made by _____ and seconded by _____, the resolution was passed and adopted by the Hays County Commissioners Court by the following vote:

5 voted "For" 0 voted "Against" 0 abstained

all as shown in the official minutes of the Hays County Commissioners Court for this meeting.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the Hays County Commissioners Court; the qualified and acting members of the Commissioners Court on the date of this meeting are those persons shown above and, according to the records of my office, advance notice of the time, place, and purpose of meeting was given to each member of the Commissioners Court; and that the meeting, and the deliberations of the public business described above, was open to the public and written notice of the meeting, including the subject of the resolution described above, was posted and given in advance of the meeting in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the _____, this the _____ day of _____, 20____.

_____
Secretary

(SEAL)

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 Road Maintenance Lead, slot 1055-004 at the Transportation Department to take a county issued vehicle to a residence outside the county limits.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	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
Jerry Borcherding	SHELL	N/A

SUMMARY

The Transportation Dept has a recently promoted Road Lead slot 1055-004 who lives outside the "20 mile" rule. This position is on call and may be required to report to work during evening hours and weekends, therefore is in need of a take home vehicle.

The Policy states: With the exception of Law Enforcement Officers and Emergency Management personnel hired prior to October 1, 2015, employees within the positions listed above may not take a County vehicle home without Commissioners Court approval unless they reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County. All Employees hired on or after October 1, 2015 for any position listed above must reside: a) in Hays County or b) within 20 miles from their principal office location if they reside outside of Hays County, in order to take a County vehicle home without Commissioners Court approval. It is understood that principal office locations may change from time to time for some personnel that are authorized to take County vehicles home regularly. Temporary changes in office locations will not result in a violation of this policy with respect to the distance from the principal office location. In the event a permanent change in the principal office location for a County employee is made and the employee is no longer authorized to take a County vehicle home per this policy, the supervising department head or elected official should request Commissioners Court approval to allow the employee to continue to take the vehicle home.

The Transportation Director respectfully requests authorization to allow a newly promoted Road Lead use of the county issued vehicle outside of the county limits due to their supervisory role and on call status. These duties require the Road Lead to be able to respond to situations (road damage, flooding, icing, etc.) directly from their residence to insure a quick and efficient response time for public safety.

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 a contract for IFB 2022-B04 Cemetery Maintenance to Kyle Landscaping Services in the amount of $75,720.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	

LINE ITEM NUMBER

001-695-00.5491

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On February 1, 2022, the Hays County Commissioners Court approved for the Purchasing Division to solicit bids for IFB 2022-B04 Cemetery Maintenance. The Purchasing Division received four (4) responsive bids from the following companies:

Kyle Landscaping Services $75,720.00
Hazcore Environmental, Inc. $86,400.00
Total Lawn Care, LLC. $119,838.72
Unity Contractor Services, Inc. $126,000.00

It is staff's recommendation to award the contract to Kyle Landscaping Services.

Attached:
Kyle Landscaping Services Contract

SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2022-B04 Cemetery Maintenance	Date Issued: February 3, 2022

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:

2:00 p.m. local time February 24, 2022.

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

For information please email: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on February 10, 2022.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Kyle Landscaping Services	Name:	Diego Rangel
Mailing Address:	110 Dashelle Run Kyle TX 78640	Title:	Owner
		Email Address:	kylelandscapingservices@live.com
		Phone No.:	512 787 9989
Signature: Diego Rangel		Date: 2/16/2022	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Diego Rangel KylelandscapingServices@live.com 512 787 9989		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): per bid sheet	Contract Amount: $75,720. (per bid sheet)
Vendor: Kyle Landscaping Services		Term of Contract: March 22, 22 - March 21, 23 4-(1)yr. renewal
This contract issued pursuant to award made by Commissioners Court on:	Date: March 22, 2022	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

I. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that MUST be submitted for the bid/proposal 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 to be considered responsive:

✓ 1. Solicitation, Offer and Award Form completed and signed

✓ 2. Mandatory Bid Form: Attachment A

✓ 3. 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. Related Party Disclosure Form

✓ 9. Federal Affirmations and Solicitation Acceptance

✓ 10. FHWA 1273 Certification

___ 11. System for Award Management (www.SAM.gov) Printout

✓ 12. Any addenda applicable to this solicitation

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

✓ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy or

✓ 2. One original of the proposal and a digital copy on a thumb drive 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

Attachment A:
IFB 2022-B04 Cemetery Maintenance
Bid Form

All pricing and fees shall include normal maintenance. All labor, equipment, tools, materials, chemicals, supplies, supervision, incidentals, and other items or services necessary to perform the normal maintenance of the cemeteries shall be included in the price per site amount provided.

Additional Maintenance/Services: The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties and shall provide the County prices on such additional items or duties based on a per **Man-Hour Rate**.

Taxes: Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. Hays County is exempt from payment of such taxes and will issue exemption certificates upon request.

Price Increases: Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e., dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted forty-five (45) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI for the most current data representing a 12-month period at the time of consideration. Hays County will have fifteen (15) days, from the receipt of proposed price increases, to review any proposed price increases and reserves the right to approve or disapprove any request for increased prices. If Hays County disapproves the proposed price increases, the County will issue an intent to terminate, and the contract will not be renewed.

Basis of Award: The County reserves the right to award a contract to a bidder on the basis of price per site low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County. The County also reserves the right to acquire items that are part of this solicitation via other sources in compliance with state and federal procurement laws.

The undersigned authority affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid has not been communicated to any other bidder prior to the official opening of this bid.

Company Name: Kyle Landscaping Services

Printed Name: Diego Rangel

Signature: Diego Rangel

Email Address: Kylelandscapingservice@live.com

Phone: 512 787 9989

Attachment A:
IFB 2022-B04 Cemetery Maintenance
Bid Form

Normal Maintenance: Total cost of Normal Maintenance per site, per service

Services would be provided upon request by Hays County, but no more than what is stated on the frequency chart. Awarded Contractor will work with the County Representative at the beginning of each month to determine which cemeteries need normal maintenance for the month. Awarded Contractor will only bill for actual weeks completed.

Frequency Chart:

Jan	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2	2	2	2	2	2	2	2	2	2	2	2	24

Cemetery Name	Location	Approx. Acreage	Price per Site (per service)
Cemeterio Del Rio	San Marcos, located off FM 621 (Staples Rd.)	2 acres	$250.00
Cocke Cemetery	Buda, Hy Road	1 acre	$125.00
Coronado Cemetery	Buda, Mathis Lane	.90 acre	$115.00
Guadalupe Cemetery	San Marcos, Post Road	4.16 acres	$500.00
Hays County Indigent Cemetery	Adjacent to San Pedro Cemetery	2.20 acres	$250.00
Kyle Family Pioneer Cemetery	Kyle, Post Road	½ acre	$100.00
Pitts Cemetery	San Marcos, Hunter Road, South of McCarty	.89 acre	$115.00
San Marcos/Blanco Cemetery	San Marcos, Post Road	10 acres	$1,250.00
San Pedro Cemetery	San Marcos, Posey Rd & CR 266	3.61 acres	$450.00
		Total (all location per service)	$3,155.00
		Total for the year (Total all locations per service*24 weeks)	$75,720.00

Additional Maintenance/Services:

Per Man-Hourly Rate $ 35.00

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: ENF Technology

Address: 1550 Kohlers Crossing, Kyle TX 78640

Contact Person and Title: Dianne Machuca General Manager

Phone Number: (512) 965.7690

Scope & Duration of Contract: Mowing Maintenance, October 2021 to Current

REFERENCE TWO

Company Name: MG Machinery

Address: 17361 N I-35 Buda TX 78650

Contact Person and Title: Ed Heredia General Manager

Phone Number: 512 550 7661

Scope & Duration of Contract: Mowing Maintenance, January 2014 to Current

REFERENCE THREE

Company Name: TransDev

Address: 4980 Transportation Way, San Marcos TX 78666

Contact Person and Title: Thomas Hoblin Genaral Manager

Phone Number: 512 213 5208

Scope & Duration of Contract: Mowing Maintenance, January 2014 to Current

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 Doug Rund
Signature of vendor doing business with the governmental entity

2/16/2022
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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: Diego Rangel - Owner

COMPANY NAME: Kyle Landscaping Services

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

2/16/2022
Date

X. Hays County House Bill 89 Verification

I, Diego Rangel (Person name), the undersigned representative of Kyle Landscaping Services (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.*

Diego Rangel
Signature of Company Representative

2/17/2022
Date

On this 17 day of February, 2022, personally appeared Diego Rangel, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

YESENIA FOSHEE
Notary Public, State of Texas
My Commission expires
November 9, 2025
ID No. 12597170-5

Yesenia Foshee
Notary Public in and for the State of Texas

2/17/2022
Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Kyle Landscaping Services

Company Name

Diego Rangel

Print Name of Company Representative

Diego Rangel

Signature of Company Representative

2/16/2022

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day, 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 above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Stephanie Hunt

Print Name of Hays County Purchasing Representative

Stephanie Hunt

Signature of Hays County Purchasing Representative

2.24.2022

Date

IFB 2022-B04

RFP or Vendor number

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.

Kyle Landscaping Services
Name of Firm

Diego Rangel — Signature of Certifying Official
Owner — Title of Certifying Official
Diego Rangel — Printed Name of Certifying Official
2/17/2022 — 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 Diego Rangel on this 17 the day of February 20 22 on behalf of said Firm.

YESENIA FOSHEE
Notary Public, State of Texas
My Commission expires
November 9, 2025
ID No. 12597170-5

Yesenia Foshee
Notary Public in and for the State of Texas

My commission expires: 11/09/2025

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   _____ Does not own taxable property in Hays County, or;

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

Kyle Landscaping Services
Name of Contracting Company

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

R85826

Signature of Company Official Authorizing Bid/Offer

Diego Rangel
Printed Name

Owner
Title

Kylelandscapingservice@live.com
Email Address

512 787 9989
Phone

XIV. Related Party Disclosure Form

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

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

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

If no known relationships exist, complete Section D.

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

Section A: Current Hays County Employee

Employee Name Title

Section B: Former Hays County Employee

Employee Name Title Date of Separation from County

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

Employee or Former Employee Name Title

Name of Related Person Title Relationship

Section D: No Known Relationships

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

I dot now know any Hays County current or former employees

Attach additional pages if necessary.

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

Kyle Landscaping Services
Name of Vendor

Signature of Certifying Official

Owner
Title of Certifying Official

Diego Rangel
Printed Name of Certifying Official

2/16/2022
Date

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

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

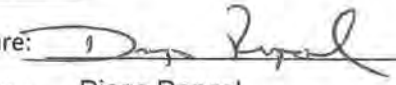
Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

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

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

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: Diego Rangel

Respondent's Tax ID: 46-3951688 Telephone: 512 787 9989

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. FHWA 1273 Certification

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

YES ✓ NO _____

Authorized Signature: Diego Rangel

Printed Name and Title: Diego Rangel

Respondent's Tax ID: 46-3951688 Telephone: 512 787 9989

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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ROSIE GARCIA STATE FARM 2401 HUNTER RD, STE. 500 SAN MARCOS, TX 78666
INSURED	KYLE LANDSCAPING SERVICES LLC MARIO RANGEL 110 DASHELLE RUN KYLE, TX 78640

CONTACT NAME: ROSIE GARCIA
PHONE (A/C, No, Ext): 512-392-8050 FAX (A/C, No): 512-392-6855
E-MAIL ADDRESS: rosie@rosiegarciatx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY			90-EV-P2363	10/05/2021	10/05/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY			418-0445-A06-53	01/06/2022	07/06/2022	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 1,000,000
	X HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TEXAS MUTUAL	01/22/2022	01/22/2023	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A			0002056020			E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 action to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and Lee County for Jail Services related to the housing and care of Hays County inmates.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	$75/inmate/day

LINE ITEM NUMBER

001-618-03.5361

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

See attached material. This Agreement will be utilized to house the overflow of Hays County inmates on an as-needed basis. Lee County will provide for the health and safety of Hays County inmates at the rate of $75 per inmate per day.

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Lee County, Texas (hereinafter "Contractor") and Hays County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791, Government Code, and

WHEREAS, the County and the Contractor desire to enter in an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01 HOUSING AND CARE OF INMATES: Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

1.02 MEDICAL SERVICES: The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other, than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the cost and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail, email or by other reliable courier.

1.03 MEDICAL INFORMATION: The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate. The inmates are to be tested for COVID prior to being transferred with a negative test result (must have been completed within prior 10 days).

1.04 TRANSPORTATION AND OFF-SITE SECURITY: The County is solely responsible for the transportation of its inmates to and from the Contractor's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual costs of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

The County is responsible for the transport of its inmates from the Contractor's facility to the Texas Department of Criminal Justice-Institutional Division.

1.05 SPECIAL PROGRAMS: The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 LOCATION AND OPERATION OF FACILITY: The Contractor shall provide the detention services described herein at the Lee County Jail, 2122 FM 448, in Lee County, Texas which is operated by the Lee County Sheriff.

ARTICLE II

FINANCIAL PROVISIONS

2.01 PER DIEM RATE: The per diem rate for detention services under this agreement is seventy-five dollars ($75.00) per man-day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contractor will bill for the day of arrival, but not for the day of departure.

2.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Lee County, Texas and shall be remitted to:

Lee County Sheriff
P.O. Box 98
2122 FM 448
Giddings, TX 78942

The County will pay according to Chapter 2251, Government Code. The Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amount due under this agreement.

ARTICLE III

TERM OF AGREEMENT

3.01 PRIMARY TERM: The primary term of this agreement is from full acceptance and execution of the contract through and including September 30, 2022.

3.02 RENEWALS: This Agreement shall automatically renew each October 1, for one year terms subject to the same terms and conditions and provided County certifies current fiscal funds as available for the renewal. Contractor shall provide sixty (60) days' notice of any change to the per diem rate for detention service for subsequent terms.

3.03 TERMINATION: In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders the performances hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 COMPLIANCE WITH LAW: Nothing therein shall create any obligations upon the Contractor to house the County's inmates when the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoners from the facility.

4.02 ELIGIBILITY FOR INCARCERATION AT FACILITY: The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this agreement must meet the eligibility requirements set forth above. The Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at the Contractor's facility, the Contractor reserve the right to demand that the County remove that inmate and replace said inmate with a non-high risk inmate of the County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, of any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in the Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCE: Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record-keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for any inmates at least ten (10) days before such date. The Contractor will release inmates of the County only when such a release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge dates, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice

of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising therefrom. The County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice-Institutional Division.

4.05 LIABILITY: The Contractor agrees to and accepts full responsibility for the acts, negligence and omissions of all the Contractor's employees and agents, the Contractor's subcontractors and contract laborers and for those of all other persons doing work under a contract or agreement with the Contractor.

The Contractor agrees to and accepts the duty and responsibility for overseeing all safety precautions, programs and equipment necessary to the reasonable safety of the inmates.

The Contractor understands and agrees that the Contractor, its employees, servants, agents and representatives shall, at no time, represent themselves to be employees, servants, agents or representatives of the County.

The County agrees to and accepts full responsibility for the acts , negligence and omissions of all the County's employees and agents, the County's subcontractors and/or omissions of all the County's employees and agents, the County's subcontractors and contract laborers and for those all other persons doing work under a contract or agreement with the County.

The County agrees to and accepts the duty and responsibility for overseeing all the safety orders, precautions, programs, and equipment necessary to the reasonable safety of the County's employees and agents, the County's subcontractors and contract laborers and all other persons doing work under a contract or agreement with the County.

The County understands and agrees that the County, its employees, servants, agents, and representatives shall, at no time, represent themselves to be employees, servants, agents, or representatives of the Contractor.

ARTICLE V

MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Lee County Sheriff's Office
P.O. Box 98
2122 FM 448
Giddings, TX 78942

To County: Hays County Sheriff's Office
Attn: Yvette Faulkner
810 South Stagecoach Trail, Ste 2332
San Marcos, Texas 78666

With copy to: Hays County Auditor's Office
Attn: Accounts Payable
712 South Stagecoach Trail, Ste 1071
San Marcos, Texas 78666

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 AMENDMENTS: This agreement shall not be modified or amended except by a written instrument executed by the duty authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.

5.04 FORCE MAJEURE: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot and other civil unrest; action, embargoes or blockades in effect on or after the date of this Agreement: or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

5.05 PRIOR AGREEMENTS: This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.06 CHOICE OF LAW AND VENUE: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and

performable in Giddings, Lee County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Lee County, Texas.

5.07 APPROVALS: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act.

5.08 FUNDING SOURCE: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligations under this agreement.

Signatures and Execution:

Lee County, Texas

By: _____
County Judge (As Authorized and Approved by the Lee County Commissioners Court by Order dated March 14, 2022)

Dated Signed: March 14, 2022

_____
Lee County Auditor

_____
Lee County Sheriff

Date Approved: March 14, 2022

ATTEST:

Sharon Blasig
Lee County Clerk

Hays County, Texas

By: _____
County Judge (As Authorized and Approved by the Hays County Commissioners Court

Dated Signed: _____

_____
Hays County Auditor

_____
Hays County Sheriff

Date Approved: _____

ATTEST:

_____
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award contract for RFP 2022-P03 Hays County Mental Health Needs Assessment to Meadows Mental Health Policy Institute; and authorize staff and General Counsel to negotiate a contract to be brought back to court for approval and final contract award.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	SMITH

SUMMARY

On November 23, 2021, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P03 Hays County Mental Health Needs Assessment. Purchasing received the following three proposals:

Crescendo Consulting Group
Meadows Mental Health Policy Institute
Osornio Torres Industries, LLC.

After evaluation of the proposals, the evaluation committee's recommendation is to pursue negotiations with Meadows Mental Health Policy Institute. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

Attached:
RFP 2022-P03 Final Tabulation

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 Transportation Department to hire a Road Maintenance Senior Operator position, slot 1070-018 at the 89th percentile effective March 28,2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	$9,004

LINE ITEM NUMBER

020-710-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Transportation Department would like to hire a Senior Operator 1070-018 at the 89th percentile. The candidate has 17 + years of prior experience with the Hays County Transportation Dept. His knowledge, CDL, training, and leadership will help fill needs within the department. The percentile requested is consistent with Seniors of similar experience.

The candidate would be hired after they pass the required physical and drug screen.

Road Maintenance Senior (	
Grade 109	
32,876	Minimum Salary
47,417	88.46 Percentile
14,541	Difference
3,171	Fringe
17,713	Annualized
9,004	FY22 Impact

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 related to RFP 2022-P02 Animal Shelter and Animal Services Feasibility Study between Hays County and Team Shelter USA.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SHELL	INGALSBE

SUMMARY

On February 15, 2022, the Commissioners Court awarded RFP 2022-P02 to Team Shelter USA to provide an Animal Shelter and Animal Services Feasibility Study.

Attached:
Professional Services Agreement

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 **Team Shelter USA, LLC.** (hereinafter "Contractor"), whose primary place of business is located at 10777 West Sample Road, #315, Coral Springs, FL 33065, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the 22nd day of March 2022 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Contractor is to provide the County with a comprehensive animal shelter and animal services feasibility study (hereinafter "Study") considering local and County commitment to the no-kill initiative, and the County's needs and capabilities. The Study must include a narrative review/summary of sufficient detail, advice, other considerations, and recommended options to facilitate the County's effort to determine need and assess feasibility. The Study also needs to explore the advantages and disadvantages of possibly entering into a cooperative agreement with all cities within the County to operate a countywide animal shelter.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of the Committee 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 in accordance with the proposal specifications detailed in RFP 2022-P02, *Exhibit "A"*, and the Contractor's submitted proposal , *Exhibit "B"*, and The Scope of Work attached hereto as *Exhibit "C"*, and any subsections of *Exhibit "C"*, 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 "D", attached hereto.

4. DURATION

The parties agree that the Work shall be completed by June 10, 2022 (80) days after commencement date (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION
Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractor's rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractor's 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 seventy nine thousand six hundred seventy dollars ($79,670 USD) for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's address stated in Section 8, below.

7. NOTICE OF COMPLETION
Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:

Hays County, Attn: County Judge
111 E. San Antonio, Suite 300
San Marcos, Texas 78666.
judge.becerra@co.hays.tx.us

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE
Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for

the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address:

Office of General Counsel
Hays County Courthouse
111 East San Antonio, Suite 202
San Marcos, Texas 78666

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that

was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY
If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this

Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Sara Pizano, DVM, MA

Hays County, Texas

By: Ruben Becerra
Hays County Judge

Team Shelter USA, Inc.

By: Sara Pizano, DVM, MA
Owner

EXHIBIT A

RFP 2022-P02 Animal Shelter & Animal Services Feasibility Study

EXHIBIT B

Team Shelter USA, Inc. Proposal

Exhibit C

Animal Shelter & Animal Services Feasibility Study
Statement of Work

Key Personnel: Dr. Sara Pizano (Team Shelter USA) and Heather Lewis (Animal Arts) key experts, not to be substituted.

Committee: Commissioner Lon Shell, Commissioner Debbie Ingalsbe, Sharri Boyett, Captain Mark Cumberland, Chief Mike Davenport

RFP 2022-P02 Animal Shelter & Animal Services Feasibility Study:

A. Introduction

Hays County (County) sought the services of a qualified Consultant(s), to provide the County with a comprehensive animal shelter and animal services feasibility study considering local and County commitment to the no-kill initiative, and the County's needs and capabilities. Proposals were to be from experienced and interested firms that have successfully completed similar projects including the programming, conceptual planning, and full design of a new and/or expanded animal shelter providing animal services utilizing one location or inclusive of multiple satellite locations; clinic for veterinary services for medical care, spay/neuter/vaccinations/microchipping; animal shelter adoption centers; animal control stray management/housing of animals, cats, dogs, and wildlife. The County awarded Team Shelter USA, teamed with Animal Arts, the Professional Services Agreement in relation to such above-mentioned services.

B. Background

Hays County is comprised of the following municipalities: Austin (parts), Bear Creek, Buda, Driftwood, Dripping Springs, Hays, Kyle, Mountain City, Niederwald, San Marcos, Uhland, Wimberley, and Woodcreek. Hays County covers 680 square miles in the Southcentral Texas region, and according to the 2019 Census, it has a population of 213,366 with a 4.51% 1-year growth.

Currently Hays County, the City of Kyle and the City of Buda each contract for services with the City of San Marcos Regional Animal Shelter, which is located at 750 River Road, San Marcos, TX 78666. Demands on the San Marcos Regional Animal Shelter have been challenging and there is a need to accommodate future growth requirements. Currently Hays County contracts with the City of San Marcos to provide shelter and care for all found stray and surrendered animals within the unincorporated areas of Hays County, as well as adoptions, foster and rescue programs, and maintaining licensing and statistical computer information and software.

The County's primary concern is there be a positive investment for the County's growing community, one sustainable for future years; there be a facility which is constructed and managed utilizing best practices, No-Kill programs and methods, resulting in the highest live outcome possible; there be a facility with adequate capacity for holding animals in a humane manner that promotes good health, prevents the transmission of contagious diseases and provides an adequate opportunity for each animal to find a permanent home with a responsible individual or family or transfer to another organization, shelter or rescue group.

C. Scope of Work

Under this Professional Services Agreement, the Consultant shall conduct and provide an animal shelter and animal services feasibility study. The study must include a narrative review/summary in sufficient detail, advice, other considerations, and recommended options to facilitate the County's effort to determine need and assess feasibility. The study also needs to explore the advantages and disadvantages of possible entering into a cooperative agreement with cities within the County to operate a countywide animal shelter. The Consultant is tasked with providing viable options for the renovation, and/or expansion of the current animal shelter and/or the building of a new County-owned regional animal shelter or satellite shelters. The consultants shall examine the existing animal shelter and its surrounding site to evaluate citizens' access and visibility, determine if the current construction, plumbing, and electrical systems, and foundation are suitable for renovation and/or expansion and include recommendations for other locations. In addition to the work associated with the sheltering of animals the Consultant shall prepare an analysis of animal services and programs that could reduce the need for sheltering and further the no-kill goals of the partners of the San Marcos Regional Animal Shelter. This analysis should include but not be limited to recommendations on how to increase pet retention, shelter diversion approaches, increase access to spay/neuter programs for the public, manage TNR and SNR programs, enhance fostering and adoption programs, canine behavioral modification and enrichment training for staff and the public, improve public outreach and education, manage volunteer programs, and revise animal control ordinances.

The overall project will be broken down into two phases.

Phase 1 includes the following:

- Provide an overview of animal sheltering and adoption services in Hays County, City of San Marcos, and surrounding municipalities; identify and interview local stakeholders as part of the overall analysis.
- Maintain and operate an "animal shelter" with sufficient capacity and resources to provide shelter services for all animals strayed, abandoned, or otherwise deposited to their care from within Hays County to include feeding, boarding, exercise, and non-emergency veterinary care of those animals.
- Analyze the ability and capacity of current provider, both current and future projections. Examine current status of present animal shelter facility and operations and future animal shelter needs. Consider demographic trends, the number of animals handled in recent years, estimated construction and operating budgets (if any), operational programs, population level served, current and future staffing levels and agency objective and goals.
- Provide humane treatment for unwanted and stray animals delivered to the shelter by a County or City Animal Protection/Control Officer, designees of the County and/or cities within Hays County, or residents residing within Hays County limits.
- Provide designated holding areas for animals that are placed in protective custody and/or need to be placed in rabies' quarantine, to include the sufficient capacity to hold these animals for a potentially extend period' of time.

- Provide sufficient receiving/intake staff to accept and process the animals received from Hays County.
- Collect all animal-related fees imposed by the City and/or County ordinances, including but not limited to license fees, impoundment fees, redemption fees, veterinary fees, and unaltered animal fees.
- Maintain a software system designed specifically for shelters and animal licensing. Software should be able to run monthly reporting: such as live outcome, transfers, and data to be analyzed and reported to the Interlocal Regional Animal Shelter Commission and posted publicly for transparency.
- Maintain adequate staffing levels.
- Offer low-cost spay/neuter, vaccination, and microchip services.
- Stakeholder input is essential. Consultant must obtain input from key stakeholders including identification, scheduling of stakeholder input processes within the study timeline, and explanation of how stakeholder input will be used to inform the study.
- Analyze the system in place now which utilizes decentralized animal control departments/multiple jurisdictions, each contract partnering entity provides animal protection/control officers. Consultants shall review the logistics and time issues required for Animal Protection/Control and the staffing management which currently, under the contracting system includes Kyle PD, San Marcos animal services/control, Buda PD, and Hays Co. Sheriff's Department.
- Evaluate different alternatives for delivering care for animal sheltering services on a local and regional level, including management of the facility. Conduct a survey of the County, City, and neighboring municipalities to determine the individual and combined average and peak sheltering needs. Project future sheltering needs (based on past sheltering demand and likely future population growth).
- Evaluate options for providing animal shelter services, including but not limited to: (1) utilizing the existing animal shelter; (2) utilizing a future County facility, expansion of the current facility, and/or an additional (regional satellite) county facility; and (3) building and operating a new animal shelter in San Marcos or a neighboring municipality. The County would be interested in other options identified by the Consultant that are not listed here. Include in the analysis (1) the cost and financial feasibility associated with each alternative and (2) data on the costs incurred by other cities using similar approaches to service delivery. Determine appropriate site, building, and parking requirements for a local and/or regional facility/facilities based on existing and projected needs. The analysis will also consider whether one or more sites would be the most effective. Shelter site location should consider visibility, accessibility and suitability. Identify alternative options for local and/or regional facility/facilities seeking location(s) convenient to the County, City, and neighboring municipalities.
- Evaluate different management structures, their estimated yearly cost, and advantages and disadvantages. Possible options include but should not be limited to Interlocal Regional

Animal Commission, host management and private contractor under the supervision of regional organization. The County would be interested in other options identified by the Consultant that are not listed here including management and staffing oversight.

- Determine expectations relative to non-profit assistance regarding sheltering, spaying/neutering, and education. Explore and report on any public/private sector collaborative efforts, and how this model may be implemented in Hays County.
- Veterinary clinic model: Consultant shall provide recommendations and guidance for an Open Door Veterinary Collective team, instructing how to create a financially sustainable veterinary clinic model while providing access to care. This program will be outlined and discussed at length with the Hays County team and area stakeholders.
- Analyze the advantages and disadvantages of the alternatives; provide a preliminary range of cost estimates to include all upfront capital and construction costs, and on-going management/staffing, vehicles, veterinarian services/supplies and operating costs and revenues
- Provide a final recommendation on the preferred animal shelter model for Hays County and neighboring municipalities.

Phase II, if determined necessary, will be the implementation of the feasibility study with a comprehensive, full design of a new and/or expanded animal shelter and will be executed under a separate contract.

Primary Contractor & Sub-Contractor

Team Shelter USA will work as the primary contractor, and Animal Arts will work as the subcontractor however the most imperative step to ensure value engineering is appropriate program design in the areas listed below. Programming dictates the need for shelter spaces and a retrofit or new design recommendation will reflect those ideas to reduce the dependency on shelter intake and ensure compassionate housing that lends itself to the appropriate enrichment for confined pets is provided (see more details under Introduction to and Qualifications of Animal Arts). Therefore, the two teams, Team Shelter USA and Animal Arts, will coordinate all details about recommendations and communication with Hays County throughout the project with Team Shelter USA as the lead.

Team Shelter USA, Primary Contractor

Team Shelter USA shall develop a feasibility study that must include, but not limited, to the efficacy of existing public policy and ordinance revision recommendations to increase efficiencies, contracts/MOU's, field service operations, public and animal safety, pet reunification, community programming and stakeholder partnerships, Safety Net/Pet Retention that includes community cat management (Trap-Neuter-Return/Shelter-Neuter-Return) and coordinated managed admissions, intake procedures, population management and health, shelter medicine and surgery, management of staff and volunteers, shelter design/humane housing, a Fear Free environment, strategic use of all resources including shelter

space, human capital, technology/outreach as well as live outcome programs (reunification, foster, adoption, rescue, transfer/transport).

All recommendations made are laser-focused around minimizing dependency on shelter intake, eliminating waste of resources, access to spay/neuter and veterinary care, minimizing length of stay, mitigating infectious disease transmission, limiting euthanasia to pets with medical issues beyond hope and those who cannot be safely rehabilitated (also referred to as No-Kill) and thereby reducing constituent complaints. This yields the most efficient animal welfare system operating within Capacity for Care so if pets do have to enter the shelter, there is compassionate humane housing and enrichment/attention to their physical and emotional well-being during the shortest length of stay to the best possible outcome.

The Scope of Work provided by Team Shelter USA has and will include recommendations regarding use of shelter space as it relates to current and future programming recommendations, shelter design and potential for cost effective improvement, municipal contractual agreements, the utilization of one site vs satellite services at multiple locations, onsite veterinary services and a sustainable veterinary clinic open to the public.

Animal Arts, Sub-Contractor

The goal of Animal Arts is to create efficient and healthy environments, with programming support so the burden of animal services is reduced in Hays County and its stakeholder communities over time. Working together, the team believes we can create a healthier future for people and animals by incorporating creative approaches into the design of an animal services facility.

Through this preliminary design phase, Animal Arts will:

- Investigate the existing shelter to determine suitability as an animal care facility for the near and long term. Analyze the pros and cons of a new central facility or satellite facilities to best serve the county based on population centers, drive times for Animal Control Officers, community needs and access.
- Utilize their extensive knowledge of communities in Texas and around the nation to develop an animal capacity model that “right-sizes” the animal housing requirements for the project. The right number of animal housing units encourages efficient operations and allows the animals to move through the shelter in a timely fashion. The Team will look at peak and average intakes to create this model.
- Confirm the program requirements through a comprehensive staff and stakeholder engagement process in collaboration with Team Shelter USA to ensure value engineering.
- Engage the stakeholders to ensure that the vision for the project is defined. For example, to create low-stress spaces for the animals, this concept will be carried through all portions of the project, from the intake rooms where animals first enter the shelter to the adoption spaces where they exit.
- Provide preliminary strategies to create sheltering facilities that are energy efficient and resource conscious: visitor-friendly, volunteer-friendly, healthy, safe and efficient, and flexible facility

Project Approach, Workplan and Cost

The Consultant team shall gather and review data relevant to meeting animal sheltering needs for Hays County, including animal intake and outcome numbers, length of stay, and other relevant data from the current shelter. Animal Arts and Team Shelter will visit the current animal shelter to view operations, assess the current building, and document staff concerns with the current facility. After gathering this initial data, the team will prepare for an **interactive needs assessment workshop**.

The Consultant team will also speak with other stakeholders within the County to determine needs, opportunities and potential service capacity, for providing animal control and sheltering to the county as a whole.

Team Shelter USA and Animal Arts will host a **kickoff meeting** that establishes communication protocols for the project. The Consultant team will continue **bi-weekly meetings** with the designated Committee Team throughout the course of the project to regularly review the status of task completion, provide a forum for feedback, and review the project schedule and upcoming dates and tasks.

Community Engagement Deliverables: Bi-Weekly meeting to develop a plan that best fits the need of Hays County to ensure optimal input from the community and Stakeholders. Some examples include county email/website, bilingual community surveys, and YouTube videos (bilingual).

Team Shelter USA

Task	**Timeline**
Create shared Google drive with timeline goals with key stakeholders	Once award notification received
Schedule onsite visit at mutually agreed-upon time	Once award notification received
Schedule community presentation(s)	Once award notification received
Provide the Best Practice Playbook for Animal Shelters to key leaders	Once award notification received
Begin research prior to onsite visit	Between award notification and onsite visit
a. Review State Statutes	
b. Review all city and county ordinances	
c. Review all city and county contracts	
d. Analyze shelter statistics for the last 4 years	
e. Analyze field statistics for the last 4 years	
f. Review all social media accounts	
g. Analyze community demographics	
h. Review budget line items for the last 4 years	
i. Review Table of Organization	

j. Review Standard Operating Procedures (if electronic, otherwise, will review during onsite visit)	
Conduct surveys with County, cities, and neighboring municipalities to understand workload, potential service capacity, opportunities to increase service delivery and efficiencies	Between award notification and onsite visit
Onsite visit #1 (Workshops/Stakeholder meetings): Field Observation with Local Law Enforcement Agencies, Field Observation with 2 local PAWS, and the San Marcos Regional Animal Shelter	During quarter 2, 2022 at a mutually agreed-upon time
*Onsite visit #2 (Workshops/Stakeholder meetings): Field Observation with Local Law Enforcement Agencies, Field Observation with 2 local PAWS, and the San Marcos Regional Animal Shelter	If requested by Hays County leadership, a second trip may be added to the original scope of work: 2 days at $4,000.
Provide written report with action step checklist	Within 2 weeks after the onsite visit(s)
Schedule (in-person) follow up meeting to review recommendations and create timeline for implementation with shelter leaders	2 weeks after submission of the written report
Present all findings to municipal leaders (in-person): City of San Marcos, City of Kyle, City of Buda, and Committee Team	2 follow up trips during the first or second quarter of 2022
Bi-monthly team meetings	Until all deliverables accepted
All-Inclusive Team Shelter USA fee	**$44,000**

Animal Arts

Task	**Cost**	**Timeline**
Review Architectural/Structural Conditions	$2,520	Quarter 1, 2022
Review Mechanical, Electrical, Plumbing (MEP) Conditions	$4,800	Quarter 1, 2022
Initial Stakeholder Meetings (2 days)	$6,460	Quarter 1, 2022
Workshop Day	$4,750	Quarter 1, 2022
Develop programs and ballpark costs for options	$3,600	Within 4 weeks of onsite visit
Site Analysis	$1,380	Within 4 weeks of onsite visit
Assist with written report	$2,160	Within 4 weeks of onsite visit
Misc. expenses	$5,000	

*Additional 2nd Onsite Visit		If requested by Hays County leadership, a second trip may be added to the original scope of work: 2 days at $5,000.
Total Animal Arts Fee	**$35,670**	

At the conclusion of the work along with programmatic recommendations, present the County with the advantages and disadvantages regarding expansion and/or renovation of the current shelter versus a new facility or facilities, and recommendations for best meeting the needs of the animals and communities of Hays County.

Total Project Cost, (not to exceed) $79,670

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 review the veterans court positions and establish the mental health court positions and operations within County Court at Law.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
MISCELLANEOUS	March 22 2021	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
JOHNSON	INGALSBE	SHELL

SUMMARY

The FY22 budget established Mental Health court positions in County Court at Law. A review of the duties has been conducted and job classifications have been identified. Necessary operating budgets have also been identi fied.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease, use and/or value of real property owned by Hays County located at 111 E. San Antonio St, San Marcos, Texas in Precinct 1. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	March 22, 2022	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	N/A

SUMMARY

Summary to be provided in Executive Session.