

**Commissioners Court -- JUNE 7, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on **JUNE 7, 2022**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E.

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 .

F.

PRESENTATIONS & PROCLAMATIONS
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1. Adopt a proclamation declaring June 7, 2022 Lehman High School Lady Lobos State Champions day and recognize the Powerlifting Individual State Champions. **JONES**
2. Adopt a Proclamation recognizing the winners of the Hays County Historical Commission 2022 Juneteenth Essay Contest. **JONES**
3. Adopt a Proclamation declaring June 2022 as Hays County Month Long Celebration of Juneteenth. **INGALSBIE/PETERSON**

G.

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.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **VILLARREAL-ALONZO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve the payment of the June 15, 2022 payroll disbursements in an amount not to exceed \$3,155,000.00 effective June 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**
5. Authorize the Sheriff's Office to accept a donation valued at \$500.00 to the 2022 Jr. Deputy program from VFW Post 6441 and amend the budget accordingly. **INGALSBIE/CUTLER**
6. Authorize the Hays County Judge to execute an application by the Hays Co. Constable, Pct. 4 for participation in the Texas 1033 Surplus Program. **SMITH/HOOD**

7. Authorize the Sheriff's Office to use existing funds to purchase 30 each radio and equipment drawers for FY 2022 patrol vehicles valued at \$71,250.00 and amend the budget accordingly. **INGALSBE/CUTLER**
8. Authorize the Sheriff's Office to use existing funds for the purchase of a camera and accessories for a Criminalist position valued at \$5,500.00 and amend the budget accordingly. **INGALSBE/CUTLER**
9. Authorize the County Judge to execute a Texas Workforce Commission Data Exchange Request and Safeguard Plan related to an Information Release Contract for the Hays County Constable for Precinct #3. **SHELL/MONTAGUE**
10. Authorize the Constable Pct. 3 Office to purchase vehicle equipment from Dana Safety Supply for the 2015 Ford F-150 law enforcement vehicle and amend the budget accordingly. **SHELL/MONTAGUE**
11. Authorize the submission of a grant application to the Department of Justice, Office of Community Oriented Policing Services FY2022 COPS Hiring Program (CHP) in the amount of \$500,000.00. **INGALSBE/T.CRUMLEY/CUTLER**
12. Authorize the contract renewal of RFP 2021-P01 Elevator Maintenance and Repair Service with Otis Elevator Company. **BECERRA/CRUMLEY**
13. Approve specifications for IFB 2022-B12 Belterra Drive - Remove & replace Hot Mix and authorize Purchasing to solicit for bids and advertise. **BORCHERDING/SMITH**
14. Approve specifications for IFB 2022-B13 Elder Hill Road - Remove & Replace Hot Mix and authorize Purchasing to solicit for bids and advertise. **SHELL/SMITH/BORCHERDING**
15. Approve specifications for RFQ 2022-Q03 Engineering Services - RM 2325 Sidewalk and authorize Purchasing to solicit for proposals and advertise. **SHELL/T.CRUMLEY**
16. Approve Utility Permits. **INGALSBE/BORCHERDING**
17. Authorize the Hays County Budget Officer and Hays County Budget Office to occupy the office space with the Hays County Courthouse. **INGALSBE/T.CRUMLEY**
18. Authorize an amendment to the Building Maintenance Department's operating budget for building maintenance and repairs and janitorial services as needed for the remainder of fiscal year 2022. **SHELL/T.CRUMLEY**
19. Authorize the County Judge to execute an amended Interlocal Cooperation Agreement Between Hays County and Burnet County for Jail Services related to the outsourcing of Hays County inmates. **INGALSBE/CUTLER**
20. Authorize the County Judge to execute a Contract Amendment with Kyle Landscaping Services related to Cemetery Maintenance pursuant to IFB 2022-B04, adding Antioch Cemetery (\$140.00 per visit for the front and \$240.00 once per month for the back. **SMITH/BORCHERDING**

H.	ACTION ITEMS
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I.	ROADS
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1. Discussion and possible action to authorize the County Judge to execute the 6th Letter Amendment for a time extension to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project. **JONES/INGALSBE/BORCHERDING**
2. Discussion and possible action to authorize the County Judge to execute an Advanced Funding Agreement with Lennar Homes of Texas Land and Construction LTD related to Phase I of Waterstone subdivision in Precinct 1, and amend the budget accordingly. **INGALSBE/BORCHERDING**

3. Discussion and possible action to authorize the County Judge to execute an Advanced Funding Commitment Agreement with the Valor Texas Education Foundation to facilitate construction of a left turn lane as part of the county's widening of Windy Hill Road in Precinct 1. **JONES/BORCHERDING**
4. Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Buda relating to the County's Robert S. Light Boulevard roadway rehabilitation project between RM 967 and I-35 and amend the budget accordingly. **SMITH/BORCHERDING**
5. Discussion and possible action to approve a resolution requesting the Texas Department of Transportation (TxDOT) to initiate the process to remove a segment of existing FM 2001 from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance, and to add a segment of future FM 2001 to the State Highway System for State future ownership of the right-of-way and maintenance. **JONES/BORCHERDING**
6. Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of San Marcos relating to the County's FM 621 Safety Improvements project and amend the budget accordingly. **INGALSBE/BORCHERDING**
7. Hold a public hearing with possible action to establish a 3-way stop location on Goforth Rd at the intersection with Foster Place, per a recent traffic study. **INGALSBE/BORCHERDING**
8. Discussion and possible action to accept the maintenance bond rider extension from DNT Construction until December 12, 2022: Turnersville Road & Campo Del Sol Parkway Extension project, Maintenance bond #PB03016800230M in the amount of \$121,243.00. **JONES/BORCHERDING**
9. Discussion and possible action to accept the Irrevocable Standby Letter of Credit No. 55110289 for street and drainage improvements for the Mansions of Buda subdivision project in the amount of \$1,202,038.38. **JONES/BORCHERDING**
10. Hold a public hearing with possible action to reduce the current speed limit of 40 MPH on Elder Hill Road, per a recent traffic study, to 30 MPH from FM 150 to approximately 800 feet east of La Ventana Parkway, then 35 MPH to approximately 500 feet west of Panther Creek Road, then 30 MPH to RR. **SMITH/BORCHERDING**
11. Discussion and possible action to approve the selection of Halff Associates, Inc. to provide right of way acquisition services for the RM 12 safety improvements near the intersection of Skyline Drive project in Precinct 3; and to authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**
12. Discussion and possible action to approve the selection of Cobb Fendley & Associates, Inc. to provide utility coordination services for the RM 12 safety improvements near the intersection of Skyline Drive project in Precinct 3; and to authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**

J.

MISCELLANEOUS

1. Discussion and possible action to accept an updated Proposal from Water & Earth Technologies (WET) related to the Upstream remote camera on the FM 150 double crossing of Onion Creek; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024 (a)(7)(D) and amend the budget accordingly. **BECERRA/MIKE JONES**
2. Discussion and possible action to add one new Deputy Clerk III position with computer equipment for the District Clerk's Office effective July 1, 2022, and amend the budget accordingly. **INGALSBE/SHELL/B. CRUMLEY**
3. Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the reinstallation of the LWX at Cotton Gin at Porter Creek; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024 (a)(7)(D) and amend the budget accordingly. **BECERRA/MIKE JONES**
4. Discussion and Possible Action to determine that drought conditions exist and to adopt an order under Section 352.051 of the Texas Local Government Code, prohibiting the sale or use of restricted fireworks, defined as "skyrockets with sticks" and "missiles with fins", in the unincorporated area of Hays County, providing for the expiration of said order if the Hays County Fire Marshal determines that drought conditions no longer exist prior to end of the sales period for the July 4th fireworks season. **SHELL**
5. Discussion and possible action to double fill the Transportation Department's Financial Superintendent and Bookkeeper/Purchasing Coordinator positions for a four-week period retroactive to June 3, 2022. **JONES/BORCHERDING**

6. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement related to RFP 2022-P09 Comprehensive Classification and Compensation Study between Hays County and Management Advisory Group International, Inc., and amend the budget accordingly. **BECERRA/MILLER**
7. Discussion and possible action to authorize the County Courts at Law to hire the Mental Health Court Caseworker position at the 50th percentile; and the Mental Health Court Administrator position at the 34th percentile effective June 16, 2022, and amend the budget accordingly. **JONES/O'BRIEN**

K.

EXECUTIVE SESSIONS

The Commissioners Court will announce that 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.

1. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions within the office of the Hays County Justice of the Peace 5. Possible discussion and/or action may follow in open court. **JONES/DOYLE**
2. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions of the Hays County County Clerk's Office. Possible discussion and/or action may follow in open court. **BECERRA/CARDENAS**
3. Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Dark Monday, Project Fire Engine Red, Project Fresh Lime, Project Gold Fish and Project Thin Mint. Possible discussion and/or action may follow in open Court. **BECERRA**
4. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the outsourcing of inmates in the Hays County Corrections Facility, including interlocal agreements that facilitate outsourcing. Possible discussion and/or action may follow in Open Court. **BECERRA**
5. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions of the Hays County Transportation Department. Possible discussion and/or action may follow in open court. **JONES/BORCHERDING**
6. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Shady Bluff Drive in Pct. 3. Possible discussion and/or action may follow in open court. **SHELL**

L.

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.

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. 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**
4. 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**

M. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the ____ day of _____, 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

Requested By:

Mark Jones

Sponsor:

Commissioner Jones

Agenda Item

Adopt a proclamation declaring June 7, 2022 Lehman High School Lady Lobos State Champions day and recognize the Powerlifting Individual State Champions. **JONES**

Summary

Attachments

Proclamation - Lady Lobos



**PROCLAMATION OF THE HAYS COUNTY COMMISSIONERS COURT PROCLAIMING
JUNE 7, 2022 LEHMAN HIGH SCHOOL LADY LOBOS POWERLIFTING STATE
CHAMPIONS DAY**

WHEREAS, Lehman High School was founded in 2004; and,

WHEREAS, this is the second straight state championship in powerlifting; and,

WHEREAS, The Lehman High School powerlifting team is comprised of 10 members and coached by Fred Rodriguez.

WHEREAS, The Lehman High School powerlifting team completed the regular season with a Regional Runner Up and State Championship

WHEREAS, In May 2022, the team captured the class 5A state championship.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court hereby commends the achievement of the Lady Lobo Powerlifting team and proclaims June 7, 2022:

LEHMAN HIGH SCHOOL LADY LOBOS POWERLIFTING STATE CHAMPIONS DAY

ADOPTED THIS THE 7TH DAY OF JUNE 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

Requested By:

Mark Jones

Sponsor:

Commissioner Jones

Agenda Item

Adopt a Proclamation recognizing the winners of the Hays County Historical Commission 2022 Juneteenth Essay Contest. **JONES**

Summary

Attachments

Proclamation-Juneteenth Essay



**PROCLAMATION OF THE HAYS COUNTY COMMISSIONERS COURT RECOGNIZING
THE WINNERS OF THE COUNTYWIDE 2022 JUNETEENTH ESSAY CONTEST**

WHEREAS, the essay contest was coordinated by the African American Heritage Committee of the Hays County Historical Commission; and,

WHEREAS, with a vision of promoting critical thinking, research, written communication, and verbal engagement, this essay contest is intended to motivate students to explore their city, county, state, and country; and,

WHEREAS, Hays County middle and high school students entering the contest will write an essay to express their perspective of the 2022 essay theme: Why is the Celebration of Juneteenth Important in the History of Texas?; and,

WHEREAS, On June 7, 2022, participants of the essay contest will be recognized for submitting written perspective according to the guidelines of the contest.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby commend the winner(s) of the Countywide 2022 Juneteenth Essay Contest.

ADOPTED THIS THE 7TH DAY OF JUNE 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

Requested By:

Constable Peterson

Sponsor:

Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation declaring June 2022 as Hays County Month Long Celebration of Juneteenth. **INGALSBE/PETERSON**

Summary

Attachments

Proclamation - Juneteenth



**PROCLAMATION DECLARING JUNE 2022 AS
HAYS COUNTY MONTH LONG CELEBRATION OF JUNETEENTH**

WHEREAS, the institution of slavery for African people in America began in 1616 with the landing of the first slaves on our shores and continued officially until President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and

WHEREAS, although this historic proclamation was issued in 1863, Texas slaves received word of liberation two and a half years later on June 19, 1865 after Union soldiers led by Major General Gordon Granger landed on Galveston Island and announced that all Texas slaves were free; “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of personal rights and rights of property between former masters and slaves, and the connection heretofore existing between them becomes that between employer and hired labor.”; and

WHEREAS, the 19th Day of June -- or Juneteenth -- became a day of jubilation and liberation for Texas slaves, and today is the oldest known celebration of the ending of slavery in our nation. Juneteenth commemorates African American freedom and emphasizes education and achievement. It is a day, a week, a month marked with celebrations, presentations, cookoffs, and family gatherings. It is a time for reflection and rejoicing. It is a time for assessment, self-improvement and for planning the future. In cities across the country, people of all cultures, nationalities and religions are joining hands to truthfully acknowledge a period in our history that shaped and continues to influence our society today. Sensitized to the conditions and experiences of others, only then can we make significant and lasting improvements in our society; and

WHEREAS, the Honorable Al Edwards, a member of the Texas House of Representatives (Houston), authored and introduced H.B. 1016 in 1978 and on June 13th, 1979 Governor William P. Clements signed a bill into law that made the Juneteenth Emancipation Day an official state holiday in Texas; and

WHEREAS, the Juneteenth Foundation will celebrate Juneteenth with a fish fry on June 3rd at the Dunbar Recreation Center, the annual Rose Brooks Cake Auction at the San Marcos Activity Center on Friday, June 17th at 6 PM, a Unity walk that starts at the LBJ Crossroads Memorial and goes to Dunbar center at 8:30AM on Saturday June 18th, the annual the barbecue cook off on June 17th, 5 PM-10:30 PM and June 18th, 10:30AM – 5PM at Plaza Park with live music, a DJ, and kids activities, and a public viewing of African-American photographs at the LBJ Museum on June 18th and 20th 12PM – 5PM, and

The Dunbar Heritage Association will host “Fathers, Family, and Freedom” a community Juneteenth Celebration honoring Fathers and Juneteenth on Sunday June 19th, 2:00 PM to 7:00 PM at Dunbar Park, 801 Martin Luther King Drive. There will be food, vendors, crafts and activities for both children and adults, and a silent auction. Music for the celebration will be provided by **Harmony Gospel and Thee Duo** and

The Calaboose African American History Museum will have family events on June 18 from 11:00 AM. to 2:30 PM along with a lecture and book signing by Dr. Daina Ramey Berry at the museum located at 200 W. Martin Luther King Dr. in San Marcos, TX; In celebration of Juneteenth, they are also collecting stories, anecdotes, sayings, short memories, and thoughts that relate to what it was like, or is like, to live in the Dunbar neighborhood; and

WHEREAS, the City of Buda will celebrate Juneteenth on June 18 from 10:00 a.m.-2:00 p.m. at the Buda Amphitheater & City Park and the City of Kyle in conjunction with Kyle Market Days will celebrate Juneteenth on June 11 at Mary Kyle Hartson Park in Kyle.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim June 2022 as:

HAYS COUNTY MONTH LONG CELEBRATION OF JUNETEENTH

And calls upon the people of Hays County to join together throughout the month of June in honor of this significant date to recognize the importance of Juneteenth to human freedom so cherished by the people of the United States.

ADOPTED THIS THE 7th of DAY OF JUNE 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

Requested By: Britney Richey, Hays County Treasurer
Sponsor: Judge Becerra

Agenda Item

Approve the payment of the June 15, 2022 payroll disbursements in an amount not to exceed \$3,155,000.00 effective June 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

BECERRA/RICHEY

Summary

Approve the June mid month payroll disbursements not to exceed \$3,155,000.00.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Sheriff Gary Cutler

Sponsor:

Agenda Item

Authorize the Sheriff's Office to accept a donation valued at \$500.00 to the 2022 Jr. Deputy program from VFW Post 6441 and amend the budget accordingly. **INGALSBE/CUTLER**

Summary

The Sheriff's Office received a donation of \$500.00 from the VFW Post 6441. The VFW Post 6441 is requesting that funds be used for the 2022 Jr. Deputy Academy.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments:

Budget Amendment:

Increase Contributions 052-618-00.4610

Increase Crime Prevention 052-618-00.5222

Fiscal Impact

Amount Requested:

Line Item Number:

Purchasing Guidelines Followed: Y/N?: N/A

New Revenue Y/N?: Y

AUDITOR'S USE ONLY:

New Revenue Certified for G/L 052-618-00.4610



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

Agenda Item

Authorize the Hays County Judge to execute an application by the Hays Co. Constable, Pct. 4 for participation in the Texas 1033 Surplus Program. **SMITH/HOOD**

Summary

The application and related documents for the 1033 Surplus Property Program are attached.

Budget Office Use Only:

Budget Amendment Required: Y/N?: N/A

Comments:

Attachments

1033 Program Application



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only)

*Indicates Required Fields

SECTION 1:

*Agency Name: Hays County Constable, Precinct 4 Originating Agency Identifier (ORI) #: (if applicable) TX1051100
*Agency Physical Address: 195 Roger Hanks Parkway, Suite #3 *City: Dripping Springs
*State: TX *Zip Code: 78620 *NCIC P.O. Box or Address (if different than above i.e., terminal location)
*Phone #: (512) 858-7605 *Email: ron.hood@co.hays.tx.us Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.

*Full-time: 6 *Part-time: 1

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

	Constable	Ron	Hood
#1	*Official Title / Rank	*First Name	*Last Name
	ron.hood@co.hays.tx.us	(512) 858-7605	n/a
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#2	N/A	N/A	N/A
	*Official Title / Rank	*First Name	*Last Name
	N/A		N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#3	N/A	N/A	N/A
	*Official Title / Rank	*First Name	*Last Name
	N/A		N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#4	N/A	N/A	N/A
	*Official Title / Rank	*First Name	*Last Name
	N/A		N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#5	N/A	N/A	N/A
	*Official Title / Rank	*First Name	*Last Name
	N/A		N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#6	N/A	N/A	N/A
	*Official Title / Rank	*First Name	*Last Name
	N/A		N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#7	N/A	N/A	N/A
	*Official Title / Rank	*First Name	*Last Name
	N/A		N/A
	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and e) that my agency has a signed copy of the SPO on file.

☒ I am signing this document as the CLEO of this law enforcement agency.

*(Check only one): ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Constable

*TITLE

Ron

*PRINTED FIRST NAME:

Hood

*PRINTED LAST NAME:

ron.hood@co.hays.tx.us

*EMAIL

*SIGNATURE

06/01/2022

*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and d) that the LEA has a signed copy of the SPO on file.

*PRINTED NAME FIRST & LAST

*SIGNATURE

*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

*LESO Authorized Signatory:

*Signature

*Screener letter is valid one year from this date:

Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

LESO Notes:

State Plan of Operation (SPO) between:

The State of Texas and the

(State/United States Territory)

Hays County Constable, Precinct 4

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLA I 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
- ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
- iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S. Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program

Hours of Operation: 7:00AM – 5:00PM (CST)

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct

management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>, for timely and accurate guidance, information, forms and links concerning the program.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.

b) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA’s, may still be required to attend training as the training qualifies the LEA, not the individual.

c) Upon completion of the mandatory training, at least one of the LEA’s authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.

d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.

e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA’s inventory is completely cleared.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest

extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
- (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
- (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
- (4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) The LEA shall:

- i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.
- ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.
- iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

- i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLA 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the

program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

- ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.
- iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.
- iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.
- v) Intend to review as much property as possible during a PCR.
 - (1) The goal is to review 20% of a State's overall small arms inventory.
 - (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).
- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
 - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
 - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
 - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.
- iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.
- iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.
- v) Coordinate the use of any ECR with the LESO prior to the PCR.
- vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period. In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

The LEA shall:

- a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.
- b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.
- c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.
- d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will

be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. Restricted Status-A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Constable, Hays County Pct. 4

Full Name (Print): Ron E. Hood

Signature (Sign):  Date (MM/DD/YYYY): 06/01/2022

Civilian Governing Body Official (CGB) (or designee):

Title (Print): Hays County Judge

Full Name (Print): Ruben Becerra

Signature (Sign): _____ Date (MM/DD/YYYY): _____



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the Sheriff's Office to use existing funds to purchase 30 each radio and equipment drawers for FY 2022 patrol vehicles valued at \$71,250.00 and amend the budget accordingly. **INGALSBE/CUTLER**

Summary

In the FY 2022 budget, the Sheriff's Office is approved 30 Law Enforcement Vehicles with equipment fees. The approved equipment fees are for Dodge Charger Police Interceptor Utility (PIU) vehicles. After the start of FY 2022, the S.O. learned Dodge was no longer producing Charger PIUs and decided to go with Ford Explorer PIUs. The vendor for vehicle equipment is Dana Safety Supply Inc., and inadvertently left radio and equipment drawers off of the initial quote. The drawers are installed in the rear compartment of vehicles and used to store technology, communication, and law enforcement equipment.

This purchase with Dana Safety Supply Inc. is \$71,250.00; funds within the operating budget are available to fund this request.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments:

Budget Amendment:

Increase Law Enforcement Equipment_Operating .5717_400

Decrease Staff Salaries .5021

Fiscal Impact

Amount Requested: \$71,250
Line Item Number: 001-618-00.5717_400
Purchasing Guidelines Followed: Y/N?: Y
New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:
TIPS CONTRACT # 210102

Attachments

Dana Safety Quote

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	434435-B
Customer No.	HAYSCOSO

Bill To
HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666

Ship To
DANA SAFETY SUPPLY 900 E. OLD SETTLERS BLVD. ROUND ROCK, TX

Contact: CAPT. DAVID BURNS
Telephone: 512-393-2823
E-mail: yvette.faulkner@co.hays.tx.us

Contact: SCOTT BEAL
Telephone: 682-888-4235
E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/23/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By		Resale Number
Scott Beal		SCOTT BEAL ROUND ROCK		CAPT. SHANE SMITH		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	INFO TIPS CONTRACT # 210102 Warehouse: RROC Vin #:		0.0000	0.00
30	30	Y	MISC OPS: FIU-18-40-20-600 18H X 40W X 20D TWO DRAWER Warehouse: RROC Vin #:		2,255.0000	67,650.00
30	30	Y	FIU-2020-100 OPS FORD INTERCEPTOR INSTALLATION BASE Warehouse: RROC Vin #: FIU-2020-100 FORD INTERCEPTOR INSTALLATION BASE - 2020+ FORD PIU VEHICLES ONLY - ALUMINUM FLIP UP DOOR BASE - FLIP UP DOOR POWDER COAT BLACK - SPARE TIRE ACCESS Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		0.0000	0.00

Print Date	05/03/22
Print Time	04:30:09 PM
Page No.	1

Printed By: Scott Beal

Subtotal	67,650.00
Freight	3,600.00
Order Total	71,250.00

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	434435-B
Customer No.	HAYSCOSO

Bill To
HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666

Ship To
DANA SAFETY SUPPLY 900 E. OLD SETTLERS BLVD. ROUND ROCK, TX

Contact: CAPT. DAVID BURNS
Telephone: 512-393-2823
E-mail: yvette.faulkner@co.hays.tx.us

Contact: SCOTT BEAL
Telephone: 682-888-4235
E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/23/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Scott Beal		SCOTT BEAL ROUND ROCK		CAPT. SHANE SMITH		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	INFO TIPS CONTRACT # 210102 Warehouse: RROC Vin #:		0.0000	0.00
30	30	Y	MISC OPS: FIU-18-40-20-600 18H X 40W X 20D TWO DRAWER Warehouse: RROC Vin #:		2,255.0000	67,650.00
30	30	Y	FIU-2020-100 OPS FORD INTERCEPTOR INSTALLATION BASE Warehouse: RROC Vin #: FIU-2020-100 FORD INTERCEPTOR INSTALLATION BASE - 2020+ FORD PIU VEHICLES ONLY - ALUMINUM FLIP UP DOOR BASE - FLIP UP DOOR POWDER COAT BLACK - SPARE TIRE ACCESS <div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items & Quantities</div> <div>Quote Good for 30 Days</div>		0.0000	0.00

Print Date	05/03/22
Print Time	04:30:09 PM
Page No.	1

Printed By: Scott Beal

Subtotal	67,650.00
Freight	3,600.00
Order Total	71,250.00



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the Sheriff's Office to use existing funds for the purchase of a camera and accessories for a Criminalist position valued at \$5,500.00 and amend the budget accordingly. **INGALSBE/CUTLER**

Summary

In the FY 2022 Budget, the Sheriff's Office is approved a new Criminalist. This position was effective 04/01/2022, filled mid-May, and at this time, a camera needs to be purchased for this position. One of the primary purposes of crime scene response is to appropriately and accurately document the condition of scenes and actors. Photography is the primary tool for this task. Crime scene photographs of high quality are used for courtroom testimony, evidence documentation, forensic comparisons, injury documentation, and more. Our new criminalist is incapable of performing any of these duties without this equipment and would be ineffective on any scene without it.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: Funds within the departments operating budget are available for this purchase.

Budget Amendment:

Increase Misc. Equipment_Operating .5719_400

Decrease Criminal Investigations .5362

Fiscal Impact

Amount Requested: \$5,500.00
Line Item Number: 001-618-00.5719_400
Purchasing Guidelines Followed: Y/N?: Y
New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:

Attachments

Camera Quotes

Criminalist Camera Purchase 6-7-2022

Precision Camera & Video

Item	Qty	Unit Price	
1 Nikon, NIKKOR Z14-24MM F/2.8 S Lens	1	\$ 2,396.95	*so*
2 Nikon, NIKKOR Z 50mm f/1.2 S Lens	1	\$ 2,096.95	
3 Nikon, EN EL15CLI-Ion Batter	1	\$ 71.99	*so*
4 SKB Iseries 2011-7 Waterproof case	0	\$ -	
5 Manfrotto Aluminum Tripod	0	\$ -	
6 Nikon Z 5 Mirrorless Camera	1	\$ 2,099.95	
7 Nikon MH-25 Battery Charger	1	\$ 49.99	
8 Nikon MC-DC2 Remote Release Cord	1	\$ 32.99	
9 Nikon FTZ II Mount Adapter	1	\$ 249.95	
		\$ 6,998.77	

B&H Photo

Item	Qty	Unit Price	
1 Pelican Vault V300 Case	0	\$ -	
2 Carbon Fiber Tripod	0	\$ -	
3 Nikon, NIKKOR Z 14-24mm f/2.8	1	\$ 2,396.95	
4 Nikon, Nikkor z24-22m	1	\$ 896.95	
5 Nikon, MC-DC2 Remote Release Cord	1	\$ 26.95	
6 Nikon EN-EL15C Rechargeable Battery	1	\$ 69.00	
7 Nikon NIKKOR Z 50MM	1	\$ 596.95	
8 Nikon Z5 Mirrorless Camera	1	\$ 1,296.95	
9 Nikon FTZ II Mount Adapter	1	\$ 199.95	
		\$ 5,483.70	

Item	Qty	Unit Price	
1 Nikon			
2 EN-EL15c Rechargeable Battery	1	\$ 72.95	
3 NIKKOR Z 50mm	1	\$ 599.95	
4 NIKKOR Z 14-24MM	1	\$ 2,399.95	
5 Mount Adapter	1	\$ 199.95	
6 Z5 24-200mm lens kit	1	\$ 2,099.95	
7 Tripod	NA	\$ -	
8 Hard Case	NA	\$ -	
9 Remote Release Cord	1	\$ -	out of stock
10 MH 25 Charger	1	\$ -	out of stock
		\$ 5,372.75	

Nikon (camera and accessories)	\$ 5,372.75
Precision Camera & Photo (speedlights)	\$ 1,424.97
B&H Photo (Case & Tripod)	\$ 469.94
	\$ 7,267.66

Precision Camera & Video

Item	Qty	Unit Price	
SB-5000 Speedlight	3	\$ 474.99	\$ 1,424.97

Case & Tripod

SKB Iseries 2011-7 Waterproof ca	1	\$ 219.99	
Manfrotto Aluminum Tripod	1	\$ 380.99	
		\$ 600.98	

B&H Photo

Nikon SB-5000 AF Speedlight	3	\$ 596.95	\$ 1,790.85
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Case & Tripod

Pelican Vault V300 Case	1	\$ 119.95	
Carbon Fiber Tripod	1	\$ 349.99	
		\$ 469.94	

Nikon

SB-5000 Speedlight	3	\$ 599.95	\$ 1,799.85
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5/23/2022 Camera purchase from Nikon \$5373.00
Case purcashe from B&H \$119.95



[< Continue Shopping](#)

YOUR CART (8 Items)

You removed SB-700 Speedlight from your cart.

[Undo Action](#)



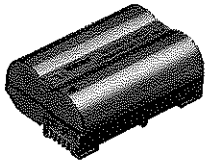
SB-5000 Speedlight

Product Number: 4815

**THIS ITEM IS ON
BACKORDER.**

3 at \$599.95
\$1,799.85

QTY: 3



EN-EL15c Rechargeable Li-ion Battery

Product Number: 27213

\$72.95

QTY: 1



NIKKOR Z 50mm f/1.8 S

Product Number: 20083

\$599.95

QTY: 1

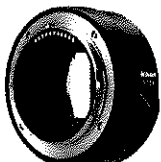


NIKKOR Z 14-24mm f/2.8 S

Product Number: 20097

\$2,399.95

QTY: 1



Mount Adapter FTZ II

Product Number: 4264

\$199.95

You save
\$50.00!

ORDER SUMMARY

Subtotal **\$7,222.60**
You Save **\$150.00**

Estimated Total \$7,172.60
(before tax/shipping)

CHECKOUT NOW

**Shop with
confidence, direct
from Nikon.**



Free shipping.

Free 2 day shipping on orders
\$399+



Flexible payment.

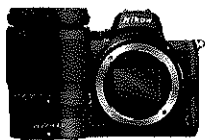
Shop with all major credit cards,
Paypal, or pay for your purchase over
time with Bread Pay.



Genuine Nikon Products

Covered by a Nikon USA warranty and
eligible for Nikon USA repair service if
needed.

QTY: | 1 |



Z 5 24-200mm Lens Kit

Product Number: 1641

\$2,099.95

You save

\$100.00!

QTY: | 1 |

Need assistance?

Call 1-800-NIKON US (1-800-645-6687) 9:00AM to 8:00PM EST, Monday through Friday.



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[Return Policy](#)

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Remote Release Cord 35.50 out of stock
MH-25 Charger 67.95

- No tripods

- No hard cases



PRECISION
CAMERA & VIDEO



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Your Cart (9 items)



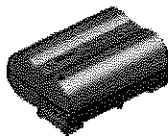
Nikon
Nikon NIKKOR Z 14-24mm f/2.8 S Lens *Special Order Item*
I understand that: Yes
Change

Price	Quantity:	Total	
\$2,396.95	<div><div>▼</div><div>1</div><div>▲</div></div>	\$2,396.95	×



Nikon
Nikon NIKKOR Z 50mm f/1.2 S Lens
Mack Accident Protection Plan - Covers Everything but Fire & Theft: None
Change

Price	Quantity:	Total	
\$2,096.95	<div><div>▼</div><div>1</div><div>▲</div></div>	\$2,096.95	×



Nikon
Nikon EN-EL15c Li-Ion Battery *Special Order Item*
I understand that: Yes
Change

Price	Quantity:	Total	
\$71.99	<div><div>▼</div><div>1</div><div>▲</div></div>	\$71.99	×



SKB

SKB iSeries 2011-7 Waterproof Case - Cubed Foam

Price

\$219.99

Quantity:

 1

Total

\$219.99

×



Manfrotto

Manfrotto MK190XPRO3-BHQ2 Aluminum Tripod with XPRO Ball Head

Price

\$380.99

Quantity:

 1

Total

\$380.99

×



Nikon

Nikon Z 5 Mirrorless Camera with 24-200mm Lens

Mack Accident Protection Plan - Covers Everything but Fire & Theft: None
Change

Price

\$2,099.95

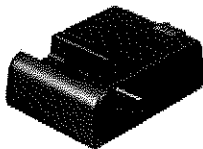
Quantity:

 1

Total

\$2,099.95

×



Nikon

Nikon MH-25A Battery Charger for EN-EL15 Li-Ion Battery

Price

\$49.99

Quantity:

 1

Total

\$49.99

×



Nikon

Nikon MC-DC2 Remote Release Cord

Price

\$32.99

Quantity:

▼

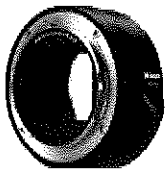
 1

▲

Total

\$32.99

x



Nikon

Nikon FTZ II Mount Adapter

Price

\$249.95

Quantity:

▼

 1

▲

Total

\$249.95

x

Subtotal: \$7,599.75**Shipping:** [Add Info](#)**Coupon Code:** [Add Coupon](#)**Gift Certificate:** [Gift Certificate](#)**Grand total:** \$7,599.75

CHECKOUT

SB-5000 Speedlight — 474.99 x 3 = 1424.97
* Used

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Remove All

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Print

Save the Tax[†] with the **payboo**® Credit Card
on orders shipped to 78666

Current Total	\$8,383.37
Payboo Card Savings	-\$638.92
Cost After Savings	\$7,744.45

Learn More

PROMO CODE

Pelican Vault V300 Large Case with
Lid Foam and Dividers (Black)

B&H #PEV300LLDB • MFR #VCV300-0040-BLK

Free Expedited Shipping

In Stock
Ready to Ship

1

\$119.95

Accessories

PROTECTION
PLANS

Protection Plans starting at \$19.99

See Options

Save for Later

Remove

Item Total:

\$119.95



Oben CT-2491 Carbon Fiber Tripod

B&H #OBCT2491 • MFR #CT-2491

Free Expedited Shipping

In Stock
Ready to Ship

1

\$499.95
\$349.95

Accessories

Available Savings

PROTECTION
PLANS

Protection Plans starting at \$32.99

See Options

Save for Later

Remove

Instant Savings:

\$150.00

Item Total:

\$349.95



Nikon SB-5000 AF Speedlight

B&H #NISB5000 • MFR #4815 • B&H Warranty Only

Free Expedited Shipping

In Stock
Ready to Ship

3

\$596.95

Accessories

~~\$1,740.85~~ESTIMATE SHIPPING &
TAX ⓘNYC SuperStore Pickup See
Details

UNITED STATES

Zip Code 78666

Eligible for FREE Shipping

Subtotal:

\$7,744.45

Shipping

FREE

Est. Tax ⓘ

\$638.92

Total

\$8,383.37

12 Mos. Promo Financing
Available with Payboo[®]

Begin Checkout

or

Battery Charger 54.95

Return Policy

Shipping
Information

Payment Options

Your Privacy &
Security

LIVE CHAT 866.265.7120

PROTECTION
PLANS



Protection Plans starting at **\$87.99**

[See Options](#)

Your Cart ID # 407 705 398 47

Save for Later

Remove

Item Total: **\$1,790.85**



**Nikon NIKKOR Z 14-24mm f/2.8 S
Lens with Accessories Kit**

B&H #NIZ142428K

Free Expedited Shipping

In Stock
Ready to Ship

1

\$2,396.95

Accessories

PROTECTION
PLANS



Protection Plans starting at **\$155.99**

[See Options](#)

Pro Plans Include: 2-Day Service Guarantee + 2-Way Express Shipping + International Coverage.

Save for Later

Remove

Item Total: **\$2,396.95**



**Nikon NIKKOR Z 24-200mm f/4-6.3
VR Lens with UV Filter Kit**

B&H #NIZ24200FK

Free Expedited Shipping

In Stock
Ready to Ship

1

\$896.95

Accessories

PROTECTION
PLANS



Protection Plans starting at **\$95.99**

[See Options](#)

Pro Plans Include: 2-Day Service Guarantee + 2-Way Express Shipping + International Coverage.

Save for Later

Remove

Item Total: **\$896.95**



**Nikon MC-DC2 Remote Release
Cord**

B&H #NIMCDC2 • MFR #25395

Free Shipping for this Item
Eligible for Free Expedited Shipping on
orders over \$49

In Stock
Ready to Ship

1

\$26.95

Accessories

PROTECTION
PLANS



Protection Plans starting at **\$8.99**

See Options

Save for Later

Remove

Item Total: **\$26.95**



**Nikon EN-EL15c Rechargeable
Lithium-Ion Battery**

B&H #NIENEL15C • MFR #27213
Free Standard Shipping

In Stock
Ready to Ship

1

\$69.00

Accessories



Available Savings

Save for Later

Remove

Item Total: **\$69.00**



Nikon NIKKOR Z 50mm f/1.8 S Lens

B&H #NIZ5018 • MFR #20083
Free Expedited Shipping

In Stock
Ready to Ship

1

\$596.95

Accessories

PROTECTION
PLANS



Protection Plans starting at **\$95.99**

See Options

Pro Plans Include: 2-Day Service Guarantee + 2-Way Express Shipping + International Coverage.

Save for Later

Remove

Item Total: **\$596.95**

SAVING BUNDLE EDIT BUNDLE

Remove



Nikon Z5 Mirrorless Camera

B&H #NIZ5 • Mfr #1649
Free Expedited Shipping

In Stock
Ready to Ship

1

~~\$1,396.95~~
\$1,296.95

Accessories



Savings

Available

PROTECTION
PLANS



Protection Plans starting at **\$119.99**

See Options

Pro Plans Include: 2-Day Service Guarantee + 2-Way Express Shipping + International Coverage.

Save for Later

Remove



Nikon FTZ II Mount Adapter

In Stock

Ready to Ship

1

\$249.95

\$199.95

Accessories

PROTECTION
PLANS



Protection Plans starting at \$33.59

See Options

Pro Plans Include: 2-Day Service Guarantee + 2-Way Express Shipping + International Coverage.

Save for Later

Remove

Instant Savings: \$100.00

Bundle Savings: \$50.00

Bundle Total: \$1,496.90

Saved for Later

Stash ideas here, commitment-free!

7744.45

Any items you "Save for Later" will appear here

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LANGUAGE

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CURRENCY

US Dollar



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: MONTAGUE
Sponsor: Commissioner Shell

Agenda Item

Authorize the County Judge to execute a Texas Workforce Commission Data Exchange Request and Safeguard Plan related to an Information Release Contract for the Hays County Constable for Precinct #3. **SHELL/MONTAGUE**

Summary

TWC requires entities to submit Data Exchange Requests and Safeguard Plans in order for TWC to draft Information Release Contracts. Any contracts will then be brought back to Commissioners Court for approval.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: Funds are available within the departments operating budget for this service.

Budget Amendment:

Increase Contract Services .5448

Decrease Fuel .5271

Fiscal Impact

Amount Requested: \$1,500
Line Item Number: 001-637-00.5448
Purchasing Guidelines Followed: Y/N?: N/A
New Revenue Y/N?: N/A
AUDITOR'S USE ONLY:

Attachments

Constable 3 TWC Plan

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

Contact TWC upon such a request.

	CONTRACTOR INFORMATION	Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hays County Constable Pct.3 200 Stillwater Wimberley, Texas 78676
2.	Entity Tax ID#	74-6002241
3.	Street Address – Line 1	200 Stillwater
4.	Street Address – Line 2	
5.	City, State, Zip	Wimberley, Texas 78676
6.	New request or renewal of an existing contract?	<input checked="" type="checkbox"/> New request <input type="checkbox"/> Extension of existing agreement Previous/Current Contract #: _____ <input type="checkbox"/> There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	<input checked="" type="checkbox"/> Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) <input type="checkbox"/> Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) <input type="checkbox"/> Federal Agency Authority <input type="checkbox"/> If state agency, please specify authority
8.	Legal Purpose(s) for requesting information (Check all that apply)	<input checked="" type="checkbox"/> to assist in criminal investigations <input checked="" type="checkbox"/> to assist in locating defendants, witnesses, and fugitives in criminal cases <input checked="" type="checkbox"/> to assist in locating persons with outstanding warrants <input checked="" type="checkbox"/> to assist in locating probation absconders <input type="checkbox"/> to assist in determining eligibility for public assistance/services <input type="checkbox"/> other: please specify: (language will be inserted into contract)
9	Requested length of contract term	<input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years <input type="checkbox"/> 4 years <input type="checkbox"/> 5 years

10.	Requested start date	<input type="checkbox"/> For federal entities only: to correspond with start of fiscal year starting:
DATA REQUESTED		Please answer each question. Do not leave any unanswered.
11.	Information requested (Check the data being requested)	<input checked="" type="checkbox"/> Wage Records (WR): <u>Wage Detail Inquiry</u> : View wage information for an individual. <u>Coworker Search</u> : View wages reported by an employer. <input checked="" type="checkbox"/> UI Benefits and Claimant Info (UI): <u>Personal Information</u> : View demographic information for an individual. <u>Claims</u> : View unemployment insurance claim information. <u>Payments</u> : View unemployment insurance payment info. <u>Employer Search</u> : Search employers by name or address. <input checked="" type="checkbox"/> Employer Records (ER) <u>Employer Master File</u> : Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	<input checked="" type="checkbox"/> Online access : Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: <div style="margin-left: 40px;"> <input checked="" type="checkbox"/> 1-10 (The subscription rate is \$1,500 per year.) <input type="checkbox"/> 11-25 (The subscription rate is \$2,000 per year.) <input type="checkbox"/> 26-50 (The subscription rate is \$3,500 per year.) * <input type="checkbox"/> Specify other quantity * </div> Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). <input type="checkbox"/> Yes <input type="checkbox"/> No Online Access for Over 25 User Accounts: *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: <input type="checkbox"/> a high volume of daily/weekly inquiries require the requested volume of use accounts <input type="checkbox"/> other reason(s) for the volume of access accounts: <hr/> <input type="checkbox"/> Offline access : Offline Method of Transfer and Frequency: (Check applicable options) <input type="checkbox"/> Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests: <input type="checkbox"/> Nightly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other – specify:

	<div> <input type="checkbox"/> Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files. </div> <div> <input type="checkbox"/> One-time request for large quantity of records. </div> <div> <input type="checkbox"/> One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN). Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at https://twc.govqa.us/WEBAPP/rs/(S(rqjbfug2yv4rbj2wrzlu c3se))/supporthome.aspx. </div> <p>Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.</p> <p>1. If other specific data elements are requested, provide a data format.</p> <p>Offline Data Elements Requested: Data elements to be submitted to TWC for the resulting matched data:</p> <div> <input type="checkbox"/> SSN – Social Security Number Data available from TWC available for SSN matches from the <u>UI Wage Records</u>: Name: last, first, middle initial NAICS Quarter Wages were earned Quarterly Wages Employer Name Employer Address Employer Zip Employer contract Employer Telephone Employer Tax Account Number </div> <p>Instructions for submitting SSN-UI Wage Record Match Requests:</p> <p>Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS</p> <p>File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.</p> <div> <input type="checkbox"/> TWC Employer ID Number (EIN) </div>
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		<p>Data available from TWC available for EIN matches from the <u>Employer Tax Master File</u>:</p> <p>Name: last, first, middle initial Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone Employer Tax Account Number</p> <p>Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs):</p> <p>Format sample: 123456789 Send seed file via secure file transfer to Agency's secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required)</p> <p><input type="checkbox"/> Federal Employer ID Number (FEIN) Same as Texas Employer ID information</p> <p>Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time:</p> <p><input type="checkbox"/> 1-999: \$250 <input type="checkbox"/> 1,000 – 14,999: \$300 <input type="checkbox"/> 15,000 – 19,999: \$375 <input type="checkbox"/> 20,000 – 24,999: \$500 <input type="checkbox"/> 25,000 -Above: \$1,000</p> <p>Hourly rate for programming of a new request or modification of an existing job: \$48.81.</p> <p><u>De-identification:</u> If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.</p>
	SAFEGUARD REQUIREMENTS	Please answer each question. Do not leave any unanswered.
13.	How will data be viewed? Select one of the three options.	1) <input checked="" type="checkbox"/> We will ONLY view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) <input type="checkbox"/> We will use electronic copies of screen prints (PDF), or

		<input type="checkbox"/> We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.) 3) <input type="checkbox"/> We will use paper copies of screen prints, or <input type="checkbox"/> We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)
14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input checked="" type="checkbox"/> Only direct employees will be provided access. <input type="checkbox"/> Persons who are not employees may/will be provided access. Please specify those that apply: <input type="checkbox"/> Data Center Operators <input type="checkbox"/> Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	<input type="checkbox"/> Yes - Specify: <input checked="" type="checkbox"/> No
16.	What access control methods will you use for access to the TWC information?	<input checked="" type="checkbox"/> Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards <input type="checkbox"/> National Institute of Secure Technology (NIST) or comparable standards <input type="checkbox"/> IRS Publication 1075 or comparable standards
17.	How will your organization assess your security posture?	<input type="checkbox"/> Vulnerability testing - Frequency: _____ <input type="checkbox"/> Penetration testing - Frequency: _____ <input checked="" type="checkbox"/> Audits - Frequency: _2X per year_____ <input type="checkbox"/> Other – Please specify: _____ Frequency: _____
18.	Are background checks performed on employees who will access information?	<input type="checkbox"/> No, background checks are not performed <input checked="" type="checkbox"/> Yes, background checks are performed. If yes, state when background checks are performed: <input checked="" type="checkbox"/> Pre-employment <input type="checkbox"/> Periodic checks during employment
19.	How will you have an auditable trail?	<input checked="" type="checkbox"/> I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. <input type="checkbox"/> Other, If Other specify:
20.	How will you encrypt the data at rest?	<input type="checkbox"/> Please specify: <input checked="" type="checkbox"/> N/A – We do not keep data at rest.
21.	When will data destruction occur?	<input type="checkbox"/> Consistent with Texas State Libraries and Archives Commission (state records retention laws) <input type="checkbox"/> Consistent with other standards: Please specify: <input checked="" type="checkbox"/> N/A - We do not retain data.
CONTACTS		
22.	Point of Contact Name (for daily matters)	Donny Torres Hays County Constable Pct.3
23.	Point of Contact Title	Sergeant

24.	Point of Contact Phone	512-847-5532
25.	Point of Contact E-mail	Donny.torres@co.hays.tx.us
26.	Point of Contact Address	200 Stillwater Wimberley, Texas 78676
27.	Alternate Point of Contact Name and Title	Jordan M. Powell Hays County Office of General Counsel Asst. General Counsel
28.	Alternate Point of Contact Phone	512-339-2219
29.	Alternate Point of Contact E-mail	Jordan.powell@co.hays.tx.us
30.	Alternate Point of Contact Address	If different from Point of Contact: 111 East San Antonio, Suite 202 San Marcos, Texas 78666
31.	Signatory Name	Ruben Becerra
32.	Signatory Title	Hays County Judge
33.	Signatory Phone Number	512-393-2251
34.	Signatory E-mail	Ruben.bacerra@co.hays.tx.us
35.	Signatory Address	If different from Point of Contact: 111 East San Antonio, Suite 300 San Marcos, Texas 78666
36.	Data Technology Contact Name	Jeff McGill, Director of IT
37.	Data Technology Contact Phone	512-393-2841
38.	Data Technology Contact E-mail	jmcgill@co.hays.tx.us
39.	Invoice Recipient Name	Marisol Villarreal-Alonzo
40.	Invoice Recipient Phone Number	512-393-2251
41.	Invoice Recipient Title	Auditor
42.	Invoice Recipient E-mail	Marisol.alonzo@co.hays.tx.us
43.	Invoice Recipient Address	If different from Point of Contact: 712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.

The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:

☒ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

Contract Signatory or designee

Date

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.gov.

**Hays County Commissioners Court**

Requested By: Constable Montague
Sponsor: Commissioner Shell

Agenda Item

Authorize the Constable Pct. 3 Office to purchase vehicle equipment from Dana Safety Supply for the 2015 Ford F-150 law enforcement vehicle and amend the budget accordingly. **SHELL/MONTAGUE**

Summary

The 2015 Ford F-150 does not have the equipment needed to be placed into the Law Enforcement Fleet. In order to be fully functional, the vehicle will need the following equipment installed:

- Lightbar
- Cage
- Gunlock

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: Funds within the departments operating budget are available for this purchase.

Budget Amendment:

\$3,280 - Increase Law Enforcement Equipment_Operating .5717_400

(\$3,280) - Decrease Fuel .5271

Fiscal Impact

Amount Requested: \$3,279.52
Line Item Number: 001-637-00.5717_400
Purchasing Guidelines Followed: Y/N?: Y
New Revenue Y/N?: N/A
AUDITOR'S USE ONLY:
Buyboard Contract #603-20

Attachments

Dana Safety Supply Quote

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	421646-C
Customer No.	HAYSCOSO

Bill To
HAYS COUNTY PCT. 3
200 STILLWATER
WIMBERLEY, TX 78676

Ship To
HAYS COUNTY FLEET SHOP
1307 UHLAND RD
SAN MARCOS, TX 78666

Contact: SGT. DONNY TORRES
Telephone:
E-mail:

Contact: MARTIN GONZALEZ
Telephone:
E-mail:

E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
05/20/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Scott Beal		SCOTT BEAL ROUND ROCK		SGT. DONNY TORRES		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	INFO BUYBOARD CONTRACT #603-20 Warehouse: DROP Vin #:		0.0000	0.00
0	0	N	INFO HAYS CO. CONSTABLE PCT.3 2014/2017 FORD F150 CREW C Warehouse: DROP Vin #:		0.0000	0.00
1	1	Y	7160-1402 GJ 2015+ Ford F-150 Passenger Partition Warehouse: DROP Vin #:		827.8900	827.89
1	1	Y	GK10342UHK SMC DUAL VERTICAL LOCK W/ 2 UNIVERSAL LOCKS Warehouse: DROP Vin #:		384.3000	384.30
1	1	Y	MISC SOI: EMPLB00KPK-02A MPOWER 54" BAR DUAL COLOR Warehouse: DROP Vin #: DRIVER FRONT: RED/WHITE PASSENGER FRONT: BLUE/WHITE DRIVER REAR: RED/AMBER PASSENGER REAR: BLUE/AMBER STEADY WHITE FRONT FOR TAKEDOWN REAR TRAFFIC ADVISOR.		1,717.3300	1,717.33

Print Date	05/20/22
Print Time	10:31:28 AM
Page No.	1

Printed By: Scott Beal

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	421646-C
Customer No.	HAYSCOSO

Bill To

HAYS COUNTY PCT. 3
200 STILLWATER
WIMBERLEY, TX 78676

Ship To

HAYS COUNTY FLEET SHOP
1307 UHLAND RD
SAN MARCOS, TX 78666

Contact: SGT. DONNY TORRES
Telephone:
E-mail:

Contact: MARTIN GONZALEZ
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
05/20/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	SGT. DONNY TORRES			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			<p>Approved By: _____</p> <p><input type="checkbox"/> Approve All Items & Quantities</p> <p>Quote Good for 30 Days</p>		

Print Date	05/20/22
Print Time	10:31:28 AM
Page No.	2

Printed By: Scott Beal

Subtotal	2,929.52
Freight	350.00
Order Total	3,279.52

Line-item Budget Amendment

(*must be within the same category)

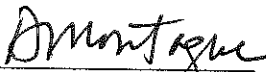
Date: 5-26-2022

Please make the following line-item transfer(s) to my departmental budget as stated below;

FUND: 001

DEPT: 637-00

	<u>ACCT. #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
From:	5271	Fuel	\$3,300
To:	5206	Law Enforcement Supplies	\$3,300
Reason:	Passenger partition, locks and a 54' overhead light bar		
From:			
To:			
Reason:			
From:			
To:			
Reason:			
From:			
To:			
Reason:			


Signature

Elected Official/Department Head

(if emailing form, please type name in signature field – emails will only be accepted from elected officials/dept heads)

(*amendments between categories must be approved by the Court – submit agenda item to the County Judge's office)

**Hays County Commissioners Court****Requested By:** T.CRUMLEY / CUTLER**Sponsor:**

Agenda Item

Authorize the submission of a grant application to the Department of Justice, Office of Community Oriented Policing Services FY2022 COPS Hiring Program (CHP) in the amount of \$500,000.00. **INGALSBE/T.CRUMLEY/CUTLER**

Summary

This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies' community policing strategies. The application is to fund 4 full-time community engagement law enforcement officers. FY 2022 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry-level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share). The maximum federal share per officer position is \$125,000 over the three-year period. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Total Project Cost: \$1,014,214.07

Grant Share: \$500,000.00

Local Share: \$512,214.07

Budget Office Use Only:

Budget Amendment Required: Y/N?: N/A

Comments: Local match required if grant is approved.

Fiscal Impact**Amount Requested:****Line Item Number:****Purchasing Guidelines Followed:** Y/N?: N/A**New Revenue Y/N?:****AUDITOR'S USE ONLY:**

Revenue to be Certified upon Commissioners Court approval of grant award.

Attachments

Application

Budget

AGENCY ELIGIBILITY INFORMATION

1. **Type of Agency** (select one)

- ☒ Law Enforcement
☐ Non-Law Enforcement

[Clear Selection](#)

2. From the list below, please select the type of agency which best describes the applicant.

Sheriff ▼

3. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Suburban ▼

Instructions:

We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a law enforcement agency that is operational by the close of this solicitation, or receive services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

4. Is your agency established and currently operational?

- ☒ Yes
☐ No

[Clear Selection](#)

5. If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

- ☐ Yes
☒ No

[Clear Selection](#)

Instructions:

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to

have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

6. Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

☒ Yes

☐ No

[Clear Selection](#)

GENERAL AGENCY INFORMATION

7. Please select your U.S. Attorney's District Office from the below drop-down options.

Instructions:

Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include *unfunded* vacancies or unpaid/reserve officers. For agencies with previous COPS-funded active awards, do not include in your budgeted force strength any COPS-funded officers whose salaries are currently being covered by the 36-months of COPS funding.

Number of officers funded in agency's current fiscal year budget:

8a. Full-Time

8b. Part-Time

Enter the number of civilian positions funded in agency's current fiscal year budget.

Number of civilian positions funded in agency's current fiscal year budget:

9a. Full-Time

9b. Part-Time

EXECUTIVE/CONTACT INFORMATION

Instructions for Law Enforcement Agencies:

The Law Enforcement Executive is the highest ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent) and must be assigned the role: “Authorized Representative 1” in JustGrants.

10a. Title:

Sheriff

10b. First Name:

Gary

10c. Last Name:

Cutler

10d. Phone:

5123937800

10e. Email Address:

gary.cutler@

Instructions for Government Agencies:

This is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent) and must be assigned the role: “Authorized Representative 2” in JustGrants.

11a. Title:

County Judg

11b. First Name:

Ruben

11c. Last Name:

Becerra

11d. Phone:

5123932205

11e. Email Address:

judge.becerr

Instructions for Application Contact:

Enter the application contact's name and contact information.

12a. Title:

Grant Writer

12b. First Name:

Simone

12c. Last Name:

Corprew

12d. Phone:

5127491161

12e. Email Address:

@co.hays.tx.us

COPS HIRING PROGRAM OFFICER REQUEST

Instructions:

Please enter the number of actual sworn officers employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

13a. Full-Time:

8

13b. Part-Time:

0

Instructions:

Number of budgeted sworn officers employed by your agency as of the date of this application.

14a. Full-Time:

172

14b. Part-Time:

0

Instructions:

Number of contract sworn officers employed by your agency as of the date of this application.

15a. Full-Time:

0

15b. Part-Time:

0

Instructions:

Number of budgeted civilian positions employed by your agency as of the date of this application.

16a. Full-Time:

89

16b. Part-Time:

3

The crime data you will enter below will be based on crimes occurring among this population served. Population served counts must not be adjusted upward to account for daytime business/shopping visitors, highway traffic passing through a jurisdiction, nor should it include annual visitor totals. Parks and transit agencies should report average daily visitors/riders rather than annual totals.

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own law enforcement agency within your geographic boundaries. An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

17. What is the actual population your department serves as the primary law enforcement entity?

119385

18. Enter the total population of the government entity applying for this award using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

255397

18d. If applicable, please explain why the service population differs from the census population.

Instructions:

Agencies should apply for the number of officer positions necessary to support their proposed community policing strategy. FY 2022 CHP awards cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency. Please keep in mind that there is a 12-month retention requirement for each officer position funded.

The number of officers you request cannot exceed 20% of your agency's current actual sworn force, with a maximum of 50 officers for any agency. Agencies with fewer than 5 officers may request one officer. The COPS Office will fund as many positions as possible for successful

applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

19. How many entry-level, full-time officer positions is your agency requesting in this application?

4

Instructions:

IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Be mindful of your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to:

(a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): Your agency must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.

(b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: Your agency must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: Your agency must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that the scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officer(s) regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for a minimum of three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

Category A: *New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).*

20a. Category A Request:

Category B: *Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.*

20b. Category B Request:

Category C: *Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.*

20c. Category C Request:

Instructions:

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

Instructions:

Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding.

If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is

defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

23. Does your agency commit to hire and/or rehire at least one military veteran as defined above for the officer position(s) you have requested?

☒ Yes

☐ No

[Clear Selection](#)

23a. If Yes, how many position(s)?

1

24. Is your agency requesting that all or some of the officer positions requested be deployed as school resource officers (SROs)?

☐ Yes

☒ No

[Clear Selection](#)

Instructions:

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training.

On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

25. Use of force (hours):

8

26. De-escalation of conflict (hours):

8

27. Evidence-based cultural sensitivity training (hours):

8

28. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

0

29. Gender bias in response to domestic violence and sexual assault (hours):

0

30. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

0

31. Community engagement (e.g., community policing and problem solving) (hours):

32. Does your agency administer a police training academy?

☒ Yes

☐ No

[Clear Selection](#)

Instructions:

How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

33. Use of force (hours):

34. De-escalation of conflict (hours):

35. Evidence-based cultural sensitivity training (hours):

36. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

37. Gender bias in response to domestic violence and sexual assault (hours):

38. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

39. Community engagement (e.g., community policing and problem solving) (hours):

ADDITIONAL BUDGET INFORMATION

40. Referencing the web-based budget in this solicitation, please indicate if there was an increase in sworn officer base salary in years 2 and 3. If so, indicate why (check all that apply).

☐ [Select All](#)

☐ COLA

☒ Step Raises

☐ Change in Benefit Costs

☐ Not Applicable

	4 OFFICERS																										
	MAXIMUM ALLOWED PER YEAR PER GRANT							YEAR 1			YEAR 2			YEAR 3													
	Grant - 75%			Local Required - 25%				Grant - 50.55%		Local - 49.45%	Grant - 49.28%		Local - 50.72%	Grant - 48.04%		Local - 51.96%											
	\$		\$		\$			\$		\$		\$		\$		\$		\$									
BASE SALARY	\$	143,423.72	\$	107,567.80	\$	35,855.93		\$	231,504.00	\$	117,025.27	\$	114,478.73	\$	238,449.12	\$	117,516.52	\$	120,932.62	\$	245,602.60	\$	117,996.15	\$	127,606.44		
FICA		6.20%	\$	6,669.20	\$	2,223.07			6.20%	\$	7,255.57	\$	7,097.68		6.20%	\$	7,286.02	\$	7,497.82		6.20%	\$	7,315.76	\$	7,911.60		
MEDICARE		1.45%	\$	1,559.73	\$	519.91			1.45%	\$	1,696.87	\$	1,659.94		1.45%	\$	1,703.99	\$	1,753.52		1.45%	\$	1,710.94	\$	1,850.29		
RETIREMENT		14.38%	\$	15,468.25	\$	5,156.08			14.38%	\$	16,828.23	\$	16,462.04		14.38%	\$	16,898.88	\$	17,390.11		14.38%	\$	16,967.85	\$	18,349.81		
			\$	23,697.19	\$	7,899.06				\$	25,780.67	\$	25,219.66			\$	25,888.89	\$	26,641.46			\$	25,994.55	\$	28,111.70		
MEDICAL INSURANCE	\$	45,330.24	\$	33,997.68	\$	11,332.56		\$	45,330.24	\$	22,914.44	\$	22,415.80		\$	45,330.24	\$	22,338.74	\$	22,991.50		\$	45,330.24	\$	21,776.65	\$	22,991.50
DENTAL INSURANCE	\$	1,619.52	\$	1,214.64	\$	404.88		\$	1,619.52	\$	818.67	\$	800.85		\$	1,619.52	\$	798.10	\$	821.42		\$	1,619.52	\$	778.02	\$	821.42
LIFE INSURANCE	\$	252.48	\$	189.36	\$	63.12		\$	252.48	\$	127.63	\$	124.85		\$	252.48	\$	124.42	\$	128.06		\$	252.48	\$	121.29	\$	128.06
			\$	35,401.68	\$	11,800.56				\$	23,860.73	\$	23,341.51			\$	23,261.26	\$	23,940.98			\$	22,675.96	\$	23,940.98		
			\$	166,666.67	\$	55,555.55				\$	166,666.67	\$	163,039.90			\$	166,666.67	\$	171,515.05			\$	166,666.66	\$	179,659.12		

3 YR TOTAL	
GRANT	LOCAL
\$ 500,000.00	\$ 514,214.07



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Tammy Crumley
Sponsor: Judge Becerra

Agenda Item

Authorize the contract renewal of RFP 2021-P01 Elevator Maintenance and Repair Service with Otis Elevator Company.
BECERRA/CRUMLEY

Summary

RFP 2021-P01 is scheduled to expire on June 14, 2022. Otis Elevator Company would like to renew their contract for one additional year. All terms and conditions remain unchanged and in full force and effect as stated in the contract. The Countywide Operations Department utilizes this contract for elevator preventative maintenance and repairs and services for the elevators located at the Public Safety Building and the Hays County Government Building.

Budget Office Use Only:

Budget Amendment Required: Y/N?: No

Comments: Funds are budgeted in the Building Maintenance budget, 001-695-00.5411

Fiscal Impact

Amount Requested:

Line Item Number: 001-695-00.5411

Purchasing Guidelines Followed: Y/N?: Y

New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:

Attachments

RFP 2021-P01 - Renewal (1 of 4)



OFFICE OF THE COUNTY AUDITOR

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

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

Stephanie Hunt
Procurement Manager
stephanie.hunt@co.hays.tx.us

May 27, 2022

OTIS Elevator Company
4210 South Industrial Drive, Ste. 110
Austin, TX 78749

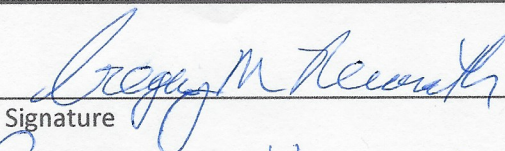
RE: Annual contract renewal

The annual contract for Elevator Maintenance and Repair Services, RFP 2021-P01 is scheduled to expire on June 14, 2022. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective June 15, 2022 – June 14, 2023, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor


Signature

Gregory M Neerath
Printed Name

5/31/2022
Company
OTIS Elevator Company
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Approve specifications for IFB 2022-B12 Belterra Drive - Remove & replace Hot Mix and authorize Purchasing to solicit for bids and advertise. **BORCHERDING/SMITH**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids to Mill 2" of hot mix, Remove and Replace base failures with 4" B mix, and Replace with 2" Type D hot mix on Belterra Dr between 290 and Trinity.

Budget Office Use Only:

Budget Amendment Required: Y/N?: N/A

Comments:

Fiscal Impact

Amount Requested:

Line Item Number:

Purchasing Guidelines Followed: Y/N?: Yes

New Revenue Y/N?:

AUDITOR'S USE ONLY:

Attachments

IFB 2022-B12 Belterra Drive - Remove & REplace Hot Mix

Attachment A - IFB 2022-B12 Bid Form

Attachment B - Belterra Drive Map



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2022-B12
Belterra Drive - Remove & Replace Hot Mix

Date Issued: June 9, 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:

11:00 a.m. local time June 27, 2022.

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

Submit questions via email to:
purchasing@co.hays.tx.us

Questions concerning this IFB must be received in writing no later than 5:00 on June 17, 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:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

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

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

Hays County Judge

Date

Hays County Clerk

Date

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I. Summary

1. **Type of Solicitation:** Invitation for Bid (IFB)
2. **Solicitation Number:** IFB 2022-B12
Belterra Drive - Remove & Replace Hot Mix
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, or
Electronic 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:
June 27, 2022, 11:00 a.m. Central Time (CT)
6. **Pre-Bid Meeting:** **June 15, 2022, at 9:00 AM (CT)**
Hays County Transportation Department
2171 Yarrington Road, San Marcos, TX 78666
7. **Bonding Requirements:** Bid Bond: 5% of total bid amount due at bid submittal
Performance and Payment Bonds: 100% of Contract Price within 10 days of award
8. **Initial Contract Term:** July 2022-September 2022
9. **Optional Contract Terms:** None
10. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
11. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than June 17, 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 ESD 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 IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESD websites. All potential or actual respondents are responsible for

monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

12. Addenda

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

13. 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

June 9, 2022	Issuance of IFB
June 15, 2022	Pre-Bid Meeting @ 9:00 AM (CT)
June 17, 2022	Deadline for Submission of Questions (5:00 PM CT)
June 27, 2022	Deadline for Submission of Proposals (11:00 AM CT) Late bids will not be accepted.
July 2022	Anticipated contract award date

II. 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
- ____ 4. Bid Bond for 5% of total bid amount

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. 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 delivered to the Hays County Purchasing Office, OR
- ____ 2. One (1) original of the proposal 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 the Hays County Purchasing Office:

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

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to Mill 2" of hot mix, Remove and Replace base failures with 4" B mix, and Replace with 2" Type D hot mix on Belterra Dr between 290 and Trinity.

B. Scope of Work

Special Specification:

- Specification Item 351, SS 3076, SS 3077, and SS 3084 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TRAIL tack coat placed prior to paving with Type D mix is specified. Contractor shall provide QA/QC with minimum of 3 bulk samples/ 3 cores per day of work for density compaction.

Milling/ Failure Repair Paving:

- Mill existing asphalt 2" down, the full width of roadway. In locations determined by the Hays County Representative base failures will be milled to 4" of depth. Tie-ins at intersecting roadways shall be milled to a 2" depth and saw cut. The Contractor will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied prior to paving. B mix shall not be placed until underlying base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework. 4" of TXDOT Special Specification 3076 Type B shall be placed and compacted per specifications.

Paving Operations:

- A TRAIL tack coat to be applied followed by a 2" layer of TXDOT Special Specification 3077 D mix. Paving will be conducted per specifications.

Post-Paving Cleanup:

- All post-paving clean-up will be the responsibility of the Contractor.

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, pilot car, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.
- Contractor supplied temporary reflective centerline tabs shall be placed after each day's paving operation.

Scheduling:

- All paving operations shall be scheduled through the Hays County Transportation Department.

All named roadways shall be completed no later than:

- September 25, 2022

Notification:

- One week prior to paving the Contractor shall notify all residents of upcoming operations with message boards at each end of project, giving instructions regarding the paving operations.

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Belterra Milling
 - a. 2" depth mill 11,000 SYD
2. Belterra Base Failure Repair
 - a. 4" depth mill and replace (B mix) 1000 SYD
3. Belterra 2" Paving
 - a. 2" D mix 11,000 SYD
 - b. TRAIL tack to be applied prior to paving
4. Contractor milling and removing,
 - a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface. Edges will be tacked.
 - b. **The Contractor will provide trucking and haul off site for materials.**
 - c. Reference Attachment B: Belterra Drive Map (locations are estimated/actual locations will be determined by a Hays County Representative)
 - d. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework.

D. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

COMPLIANCE WITH LAWS: The successful bidder 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 bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

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.

E. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2022-B12 Bid Form.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total per square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed.

Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: Quantities listed on the bid form are approximations of job quantities per ton and will be used for the comparison of bids. Individual jobs and payments will be made in accordance with delivery tickets. Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

F. Submittal Requirements

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

Mailed or Dropped off Proposals:

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

Electronic Proposals:

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to reject, or accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

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

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

CONTRACT TERM: The term of this contract will begin on the effective date of this contract and remain in effect until September 25, 2022, or until successful project completion. Contract may be extended by the Commissioners Court of Hays County.

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company authorized to do business in Texas. Within Ten (10) days of award, it may be returned to you, if you are the unsuccessful offer. If you are the awardee, it shall be held until a Performance Bond is received as explained below.

PERFORMANCE & PAYMENT BONDS: Contractor shall furnish Performance and Payment Bonds to the County Purchasing Manager within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or

faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2022, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

J. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its

own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

IV. General Terms and Conditions for Solicitations

Applicable To: Invitations for Bid (IFB)

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 IFB.
- 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. "Purchasing Manager" means the Hays County Purchasing Manager.
- i. "Sub-contractor" means a person or firm doing business with a Contractor.

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

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

4. INVOICING/PAYMENTS:

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

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

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

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, ensure 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)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$100,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

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 have any questions, contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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. Certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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. Vendor/Bidder's Affirmation

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

_____ Does not own taxable property in Hays County, or;

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIII. 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

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

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

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

<u>Section D: No Known Relationships</u>		
If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:		

that does not include this completed form will be considered non-responsive and will not be eligible for an award.

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				
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.

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **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.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. 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 as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate 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.

6. 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.

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

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

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. 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. 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.

10. 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.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. 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 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. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. 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.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

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.

**Attachment A: IFB 2022-B12 BID FORM
BELTERRA DRIVE - REMOVE & REPLACE HOT MIX**

All Projects are TXDOT Special Specification 3076 Type B and Type D Hot Mix.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.

Per Square Yard Bid includes Milling 2" Depth

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Belterra	\$	11,000	\$
		Total Bid of Job	\$

Per Square Yard Bid includes Milling 4" Depth Base Repairs, Replacing 4" Type B Mix

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Belterra	\$	1,000	\$
		Total Bid of Job	\$

Per Square Yard Bid includes 2" Type D Paving

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Belterra	\$	11,000	\$
		Total Bid of Job	\$

Total Amount of entire bid:

\$

Total amount of entire bid (written out):

*Award will be based on qualifications and total per square yards on all projects combined based on estimated square yardage. Contract payment will be made by square yard completed. Price per square yard to be used if square yard is increased due to miscalculations or if additional work is requested at or near site. Estimated square yardage shown are for bid purposes only.

The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.

(Signature of person authorized to sign bid)

(Printed name and title of signer)

(Date)

BELTERRA

290 to TRINITY

Legend

- Belterra
- Feature 1
- Feature 2
- Mystical Wonders By Cledstone & Yvonne
- Untitled Path

Google Earth

800 ft





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding
Sponsor: Commissioner Shell
Co-Sponsor: Commissioner Smith

Agenda Item

Approve specifications for IFB 2022-B13 Elder Hill Road - Remove & Replace Hot Mix and authorize Purchasing to solicit for bids and advertise. **SHELL/SMITH/BORCHERDING**

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove and Replace 4" Type B Hot Mix and 2" Type D Hot Mix Overlay on Elder Hill Road.

Budget Office Use Only:

Budget Amendment Required: Y/N?: N/A

Comments:

Fiscal Impact

Amount Requested:

Line Item Number:

Purchasing Guidelines Followed: Y/N?: Yes

New Revenue Y/N?:

AUDITOR'S USE ONLY:

Attachments

IFB 2022-B13 Elder Hill Road - Remove & Replace Hot Mix

Attachment A - IFB 2022-B13 Bid Form

Attachment B - Elder Hill Road Map



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2022-B13
Elder Hill Road - Remove & Replace Hot Mix

Date Issued: June 9, 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:

12:00 p.m. local time June 27, 2022.

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

Submit questions via email to:
purchasing@co.hays.tx.us

Questions concerning this IFB must be received in writing no later than 5:00 on June 17, 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:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

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

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

Hays County Judge

Date

Hays County Clerk

Date

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I. Summary

1. **Type of Solicitation:** Invitation for Bid (IFB)
2. **Solicitation Number:** IFB 2022-B13
Elder Hill Road - Remove & Replace Hot Mix
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, or
Electronic 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:
June 27, 2022, 12:00 p.m. Central Time (CT)
6. **Pre-Bid Meeting:** **June 15, 2022, at 10:00 AM (CT)**
Hays County Transportation Department
2171 Yarrington Road, San Marcos, TX 78666
7. **Bonding Requirements:** Bid Bond: 5% of total bid amount due at bid submittal
Performance and Payment Bonds: 100% of Contract Price within 10 days of award
8. **Initial Contract Term:** July 2022-September 2022
9. **Optional Contract Terms:** None
10. **Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
11. **Questions & Answers:** **Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than June 17, 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 ESD 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 IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESD websites. All potential or actual respondents are responsible for

monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

12. Addenda

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

13. 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

June 9, 2022	Issuance of IFB
June 15, 2022	Pre-Bid Meeting @ 10:00 AM (CT)
June 17, 2022	Deadline for Submission of Questions (5:00 PM CT)
June 27, 2022	Deadline for Submission of Proposals (11:00 AM CT) Late bids will not be accepted.
July 2022	Anticipated contract award date

II. 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
- ____ 4. Bid Bond for 5% of total bid amount

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. 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 delivered to the Hays County Purchasing Office, OR
- ____ 2. One (1) original of the proposal 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 the Hays County Purchasing Office:

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

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids to Remove and Replace 4" Type B Hot Mix and 2" Type D Hot Mix Overlay on Elder Hill Road.

B. Scope of Work

Special Specification:

- Specification Item 351, SS 3076, SS 3077, and SS 3084 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern this project. A TRAIL tack coat placed prior to paving with Type D mix is specified. Contractor shall provide QA/QC with minimum of 3 bulk samples/ 3 cores per day of work for density compaction.

Milling/ Failure Repair Paving:

- In locations determined by the Hays County Representative pavement will be milled to 4" of depth from existing paving. Tie-ins at intersecting roadways shall be milled to a 2" depth. The Contractor will provide the trucking and dumpsite for haul off materials. After milling the location will be free of loose material and a tack coat applied prior to paving. B mix shall not be placed until underlying base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework. 4" of TXDOT Special Specification 3076 Type B shall be placed and compacted per specifications.

Overlay Paving Operations:

- A TRAIL tack coat to be applied followed by a 2" overlay of TXDOT Special Specification 3077 D mix. Shoulders shall be sloped. Paving will be conducted per specifications.

Post-Paving Cleanup:

- All post-paving clean-up will be the responsibility of the Contractor.

Traffic Control/Safety Operations:

- Safety warning signage, flagger operations, pilot car, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.
- Contractor supplied temporary reflective centerline tabs shall be placed after each day's paving operation.

Scheduling:

- All paving operations shall be scheduled through the Hays County Transportation Department.

All named roadways shall be completed no later than:

- September 25, 2022

Notification:

- One week prior to paving the Contractor shall notify all residents of upcoming operations with message boards at each end of project, giving instructions regarding the paving operations.

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

C. Project Description

Paving Worksites: Bid according to bid sheet instructions:

1. Elder Hill Repair
 - a. 4" depth mill and replace (B mix) 30,000 SYD
2. Elder Hill 2" Overlay
 - a. 2" D mix overlay 80,000 SYD
 - b. Trail tack to be applied prior to overlay
3. Contractor is responsible for removing, by milling to a depth of 4".
 - a. Milling Operations: Contractor is responsible for milling, rolling, and otherwise preparing the underlying base to accept the new hot mix surface. Edges will be tacked.
 - b. **The Contractor will provide trucking and haul off site for materials.**
 - c. Reference Attachment B: Elder Hill Road Map (locations are estimated/actual locations will be determined by a Hays County Representative)
 - d. B mix shall not be placed until underlying prepared base is approved by Hays County. Proof rolling of the prepared base may be required, rutting or pumping will require rework.

D. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

COMPLIANCE WITH LAWS: The successful bidder 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 bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

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.

E. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2022-B13 Bid Form.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.
- Award will be based on qualifications and total per square yard bid for all projects combined based on estimated square yardage. Contract payment will be made by square yards completed. Price per square yard to be used if square yardage is increased due to miscalculations or if additional paving work is requested at or near each site.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: Quantities listed on the bid form are approximations of job quantities per ton and will be used for the comparison of bids. Individual jobs and payments will be made in accordance with delivery tickets. Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

F. Submittal Requirements

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

Mailed or Dropped off Proposals:

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

Electronic Proposals:

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

LATE SUBMITTALS WILL NOT BE ACCEPTED.

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

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

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

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.

G. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to reject or accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated

or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

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

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

CONTRACT TERM: The term of this contract will begin on the effective date of this contract and remain in effect until September 25, 2022, or until successful project completion. Contract may be extended by the Commissioners Court of Hays County.

H. Bond Requirements

BID BOND: A Bid Bond shall be submitted with your offer. It shall be in the amount of 5% of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company authorized to do business in Texas. Within Ten (10) days of award, it may be returned to you, if you are the unsuccessful offer. If you are the awardee, it shall be held until a Performance Bond is received as explained below.

PERFORMANCE & PAYMENT BONDS: Contractor shall furnish Performance and Payment Bonds to the County Purchasing Manager within ten (10) calendar days of notification of contract award. Each shall be in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. Even though a contract may be awarded, no contract is deemed to exist until the proper Performance Bond has been received. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a Maintenance Bond, which will run for a period of two (2) years after the successful completion of all work under the contract and acceptance of Hays County, is obtained and provided to the county. A Maintenance Bond guarantees all work under the contract to be free from faulty materials and free from improper workmanship, and against injury from proper and usual wear, and guarantees to replace or to re-execute, without cost to Hays County, such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. At your request, the Performance Bond shall be returned by the County upon completion of the contract and final acceptance of all items in the contract. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the Maintenance Bond. If the awardee fails to perform any of the services required by the contract within ten (10) days of receipt of written demand for performance from County or if the awardee fails to correct or replace defective goods or

products within ten (10) days from receipt of written demand, the contract is deemed BREACHED and is cause for termination of the contract. A contract terminated for cause results in retention of the Bond by County for liquidated damages.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

LIQUIDATED DAMAGES FOR DELAYS: If the work is not substantially complete by September 25, 2022, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$500 (five hundred dollars) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

EXCUSABLE DELAYS: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

1. Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. Any acts of the County;
3. Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;

Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

J. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new

governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

IV. General Terms and Conditions for Solicitations

Applicable To: Invitations for Bid (IFB)

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 IFB.
- 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. "Purchasing Manager" means the Hays County Purchasing Manager.
- i. "Sub-contractor" means a person or firm doing business with a Contractor.

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

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

4. INVOICING/PAYMENTS:

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

San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

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

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

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

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

19. NON-WAIVER OF DEFAULT:

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

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

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

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, ensure 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)	\$250,000.00
Bodily Injury (Each accident)	\$500,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$100,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

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 have any questions, contact Purchasing at 512-393-5532.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	<div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="border: 1px solid black; height: 200px; margin-top: 10px;"></div>		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <div style="border: 1px solid black; height: 80px; margin-top: 10px;"></div>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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. Certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

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

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. Vendor/Bidder's Affirmation

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

_____ Does not own taxable property in Hays County, or;

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

Name of Contracting Company

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

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIII. 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

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

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

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

<u>Section D: No Known Relationships</u>		
If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:		

that does not include this completed form will be considered non-responsive and will not be eligible for an award.

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				
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.

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **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.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. 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 as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate 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.

6. 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.

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

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

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. 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. 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.

10. 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.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. 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 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. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. 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.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

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.

**Attachment A: IFB 2022-B13 BID FORM
ELDER HILL ROAD - REMOVE & REPLACE HOT MIX**

All Projects are TXDOT Special Specification 3076 Type B and TXDOT Special Specification 3077 Type D Hot Mix.

Per Square Yard Bid for project:

- Pricing per square yard should include a turn-key install and include all cost of the project.
- Submit bid pricing as cost per square yard of all locations combined.

Per Square Yard Bid includes Milling 4" Depth, Replacing 4" Type B Mix

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Elder Hill	\$	30,000	\$
		Total Bid of Job	\$

Per Square Yard Bid includes 2" Type D Mix Overlay

Roadway	Price per Square Yard	Estimated Square Yards*	Total Job Cost
Elder Hill	\$	80,000	\$
		Total Bid of Job	\$

Total Amount of entire bid:

\$

Total amount of entire bid (written out):

*Award will be based on qualifications and total per square yards on all projects combined based on estimated square yardage. Contract payment will be made by square yard completed. Price per square yard to be used if square yard is increased due to miscalculations or if additional work is requested at or near site. Estimated square yardage shown are for bid purposes only.

The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.

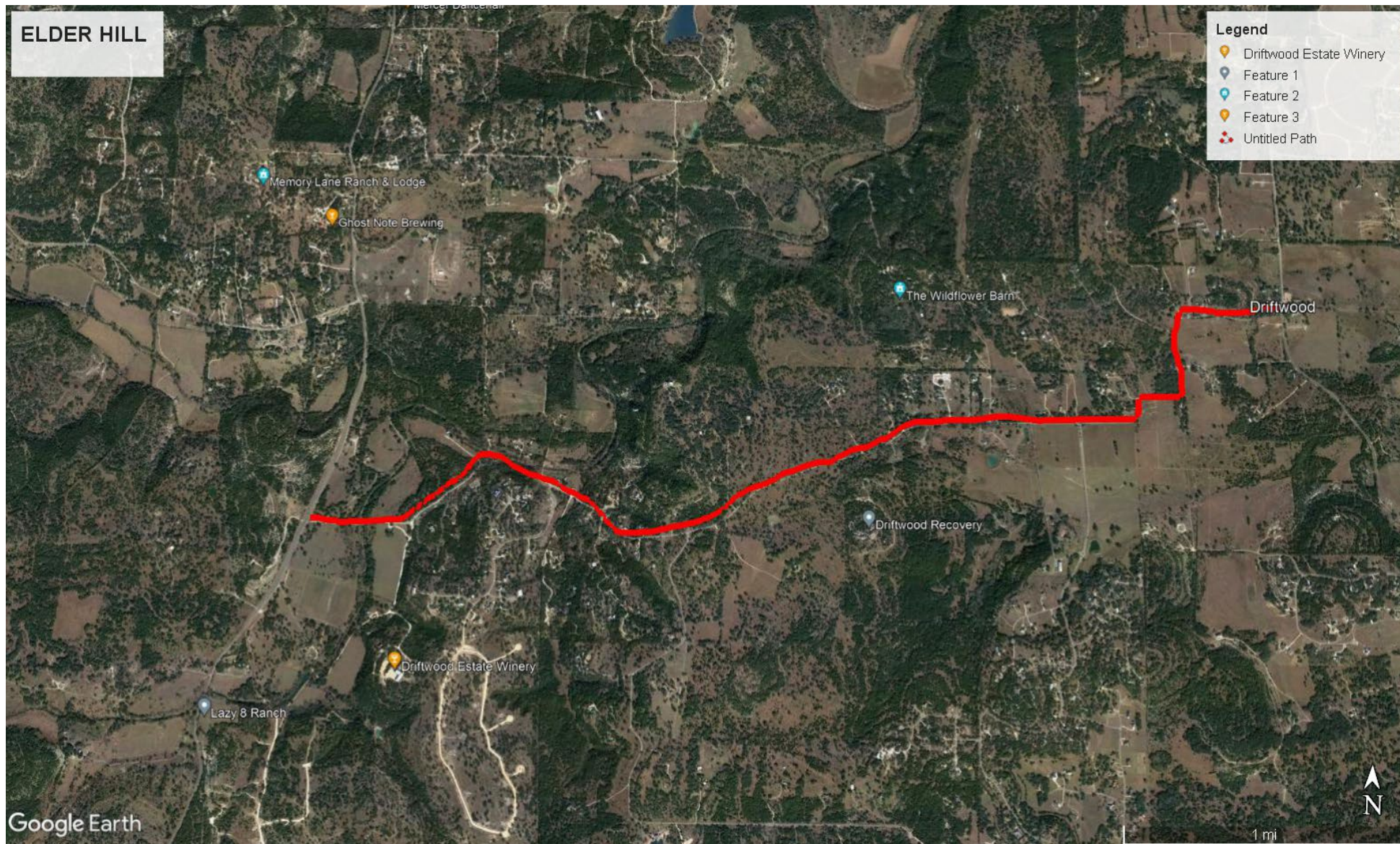
(Signature of person authorized to sign bid)

(Printed name and title of signer)

(Date)

ELDER HILL

- Legend**
- Driftwood Estate Winery
 - Feature 1
 - Feature 2
 - Feature 3
 - Untitled Path





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

Agenda Item

Approve specifications for RFQ 2022-Q03 Engineering Services - RM 2325 Sidewalk and authorize Purchasing to solicit for proposals and advertise. **SHELL/T.CRUMLEY**

Summary

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit proposals from qualified consultants interested in providing professional engineering and other design support services for the development of the RM 2325 Sidewalk project associated with the Wimberley Valley Trails Extension and Multi-Modal Project. The project is being funded through a Transportation Alternatives Set-Aside (TASA) Program. The services to be provided by the selected respondent may include, but not limited to, are engineering services to plan, prepare preliminary design, survey, identify needed right of way, prepare environmental documents, TASA grant compliance, obtain environmental clearance, prepare final design, specifications, and estimates of probable cost for the projects, bidding services, and construction phase services may be included at the County's discretion. Right of way legal assistance, utility coordination, and daily construction observation will not be required under this contract.

Budget Office Use Only:

Budget Amendment Required: Y/N?: N/A

Comments:

Fiscal Impact

Amount Requested:

Line Item Number:

Purchasing Guidelines Followed: Y/N?: YES

New Revenue Y/N?:

AUDITOR'S USE ONLY:

Attachments

RFQ 2022-Q03 Engineering Services - RM 2325 Sidewalk

Attachment A - FHWA 1273



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: RFQ 2022-Q03
Engineering Services – RM 2325 Sidewalk

Date Issued: June 9, 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:

11:00 a.m. local time June 30, 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 RFQ must be received in writing no later than 5:00 on June 22, 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:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

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

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I. RFQ Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

Required Forms by Hays County:

- ____ 1. Conflict of Interest Questionnaire completed and signed
- ____ 2. Code of Ethics signed
- ____ 3. HUB Practices signed
- ____ 4. House Bill 89 Verification signed and notarized
- ____ 5. Senate Bill 252 Certification
- ____ 6. Debarment & Licensing Certification signed and notarized
- ____ 7. Vendor/Bidder's Affirmation completed and signed
- ____ 8. Related Party Disclosure Form
- ____ 9. Appendix II – 2 CFR Part 200
- ____ 10. FHWA 1273 Certification
- ____ 11. System for Award Management (www.SAM.gov) Entity Registration Page
- ____ 12. Any addenda applicable to this solicitation

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

- ____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to the Hays County Purchasing Department address below or
- ____ 2. One original of the statement of qualifications and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent'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-Q03
Engineering Services – RM 2325 Sidewalk
3. **Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
4. **Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) Original and one (1) digital copy on a thumb drive, 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:
June 30, 2022; 11:00 a.m. Central Time (CT)
6. **Initial Contract Term:** August 2022 through project completion
7. **Optional Contract Terms:** None
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 June 22, 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 IFB, 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 IFB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with 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

June 9, 2022	Issuance of RFQ
June 22, 2022	Deadline for Submission of Questions (5:00 PM CT)
June 30, 2022	Deadline for Submission of Proposals (11:00 AM CT) Late bids will not be accepted.
August 2022	Anticipated contract award date

III. Specifications

A. Introduction

Hays County, Texas ("County") is issuing this REQUEST FOR QUALIFICATIONS (RFQ) to solicit proposals from qualified consultants interested in providing professional engineering and other design support services for the development of the RM 2325 Sidewalk project associated with the Wimberley Valley Trails Extension and Multi-Modal Project. The project is being funded through a Transportation Alternatives Set-Aside (TASA) Program. The services to be provided by the selected respondent may include, but not limited to, are engineering services to plan, prepare preliminary design, survey, identify needed right of way, prepare environmental documents, TASA grant compliance, obtain environmental clearance, prepare final design, specifications, and estimates of probable cost for the projects, bidding services, and construction phase services may be included at the County's discretion. Right of way legal assistance, utility coordination, and daily construction observation will not be required under this contract.

B. Scope of Work

The Project consists of the construction of a 6' ADA compliant sidewalk along Carney Lane from Danforth Junior High at Texan Blvd., then widening to an 8' ADA compliant sidewalk along the south side of FM 2325 to Green Acres, crossing to the north side at the signal, and terminating approximately 325' east of Green Acres. The sidewalk improvements will provide 0.84 miles of a continuously safe and accessible path connecting Danforth Junior High to HEB. This project is also part of a multi-phase Wimberley Valley Trails plan connecting residences, businesses, schools, and public facilities with a safe non-motorized mobility option.

Engineer shall be required to:

- Work with County Staff, and other consultants.
- Meet with the Hays County and/or its designees as needed or requested during the course of the Project.
- Submit bi-weekly 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 to Hays County or its designee.

The engineering plans shall be developed in accordance with the:

- State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges and the two American Association of State Highway and Transportation Officials ("AASHTO") publications,
- "A Policy on Geometric Design of Highways and Streets" and
- "Guide for the Development of Bicycle Facilities," as applicable.

All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable.

C. Qualifications

To be eligible to respond to this RFQ, the proposing firm must demonstrate that it, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Work section of this RFQ to institutions similar in size and complexity to Hays County.

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code. All interested firms must be registered with the Texas Board of Professional

Engineers (TBPE) as an engineering firm in the State of Texas. A statement indicating this must be included in the Letter of Transmittal to the County.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate the 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 search results that includes the record June 24, 2022.

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

D. Proposal Requirements

All statement of qualifications (SOQ) shall demonstrate the respondent's experience in performing a project of this scale and complexity. For the County representatives to accurately evaluate whether the respondent meets the "Minimum Qualifications for All Respondent" and the "Specifications", SOQs shall Include:

- **Letter of Transmittal** should provide an overview of the firm, as well as provide the name, physical address, email and telephone number of the proposed contact for the RFQ, and 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
- The team's organizational structure, their understanding of the project issues and their approach to the project including technical and management factors that will lead to a quality design and operation shall be included. Respondents are encouraged to use this section of the submittal to address optional improvements to the scope of services requirements outlined in the RFQ. Competitive advantages or special capabilities of project teams should be highlighted in this section as well as the intended methods to ensure:
 - a. Project design performance
 - b. Cost effectiveness
 - c. Ability to meet budgets and schedules
 - d. Effective project management
 - e. Quality control
- Contact information for at least three references (see Section V for Vendor Reference Form)
- Resumes of key personnel shown on the organizational structure. Resumes shall indicate the specific activities performed for each project referenced. (appendix materials)

- Hays County Forms listed on the Submittal Checklist (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.

E. Submittal Requirements

Respondent 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 signed by the Respondent with original signatures, and
- 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 Respondent. (through BidNet Direct)
- One (1) original SOQ with required forms with original signatures by the Respondent, 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 V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

F. Evaluation Criteria

Statement of Qualifications (SOQ) will be evaluated by Hays County staff. 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 the 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 "Scope of Work" sections and in particular, indicate the firm's experience working on County and Texas Department of Transportation projects.
 - Provide a list of at least five (5) similar projects completed within the last 5 years and 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. Team's Experience 20 points**
 - 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.
- 3. 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.
- 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.

Interview (optional)

Ranking

At the County's discretion, submitting entities may be requested by the Evaluating Committee to conduct interviews as part of the evaluation process, prior to making recommendations to Commissioners Court regarding award work. Any respondent who is invited to participate in an interview will be ranked after all interviews have been conducted.

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

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

G. Award of Contract

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

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 respondent selected to provide the services requested in this RFQ. The County reserves the right to authorize contract negotiations to begin without further discussion with respondents 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.

Respondent's Obligation Regarding Evaluation

- SUBMISSION OF INFORMATION.** Submitters are cautioned that it is each respondent'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 respondent to submit such information may cause an adverse impact on the evaluation of the specific SOQ.
- 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 respondent'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 respondent under consideration and require confirmation of information furnished by a contractor.
- g. require additional information from a respondent 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 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.

H. 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 respondent 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 respondent.
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 respondent.
5. AGREEMENT; EXCEPTIONS.
 - a. Submission of an SOQ is a representation by a respondent that the respondent agrees to the terms, conditions, and other provisions contained in the RFQ, unless the respondent 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 respondent unless and until the County agrees to accept such exceptions.
- c. The selected respondent 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 respondent.
- 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 Respondent 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 Respondent.
- 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 respondent.
- 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 respondents, 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.

I. Disadvantage Business Enterprises (DBE) Goal: 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. 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 0%. 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 B) for each DBE listed within their organizational chart with their SOQ.

J. 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.

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: Hays County is the Contracting Local Organization (CLO) responsible for soliciting and awarding a local contract for this project. The contract is receiving Federal funding from the Transportation Alternatives Set-Aside (TASA) Program, where Hays County had to match funding. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

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

4. INVOICING/PAYMENTS:

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

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

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

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the

authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.

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

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

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

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

19. **NON-WAIVER OF DEFAULT:**

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

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

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

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

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

25. BYRD ANTI-LOBBYING CERTIFICATION: Contractor certifies, to the best of its knowledge and belief, that:

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

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

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

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

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 For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; border: 0; border-top: 1px solid black;"/> Name of Officer </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 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. </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> 7 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 80%; border: 0; border-top: 1px solid black;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 80%; border: 0; border-top: 1px solid black;"/> Date </div> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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 – 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

(A) Contracts for more than the simplified acquisition threshold, 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.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Hays County Commissioners Court**

Requested By: Mark Ballesteros
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Shell

Agenda Item

Approve Utility Permits. **INGALSBE/BORCHERDING**

Summary

TRN-2022-4827-UTL	Universal Gas/Centric Fiber to install an 8" HDPE natural gas line with MAOP not to exceed 60 psi with (1) 30mm fiber conduit utility line in the same trench. The lines will run approximately 1.0 mile from N TX-123 to the intersection of Redwood Rd and South Old Bastrop Hwy. The utility line will run no more than 5 feet off the west side of Redwood Rd right-of-way line. Boring will be done in order to cross driveway and roadways. Where boring is not required, the proposed utility will be placed in an open trench.
TRN-2022-4781-UTL	PEC to directionally bore for 3 - 3" PVC Conduits going from the Sunset Oaks Section 1 Phase 2 Subdivision underneath Yarrington Rd. The purpose of this bore is to bring Pedernales Electric's power from the three phase riser pole on the south side of Yarrington Rd into the Subdivision to power homes and Aqua Americas waste water treatment plant behind the project. Please contact me if you have any questions.
TRN-2022-4897-UTL	Universal Gas/Centric Fiber to install an 8" HDPE natural gas line with MAOP not to exceed 60 psi with (1) 30mm fiber conduit utility line. The utility lines will run approximately 1,200 linear feet at the Yarrington Rd/CR 158 intersection. Boring will be done in order to cross under existing driveways and roads. Where boring is not required, the proposed utility will be placed in an open trench. Feel free to contact me with any questions.
TRN-2022-4898-UTL	Goforth SUD to bore of a ¾" water line across High Road to service 114 Service High Road. Please feel free to contact me with any questions.
TRN-2022-4899-UTL	City of San Marcos to cut the road for a new water tap for address 1406 Lazy Lane. The main is on the opposite side of the road and a street cut will be needed for this project. Please feel free to contact me with any questions.
TRN-2022-4867-UTL	Spectrum to place new coax line from an existing Spectrum pole at the corner of RR 3237 and Winters Mill Pkwy headed northwest. Spectrum will need to place a new pole in county ROW along Winters Mill pkwy as shown on attached map. This will

not conflict with any bond projects.

Attachments

Permit
Location Map
Site Plan
Permit
Plan Set
Permit
Location Map
Site Plan
Permit
Detail
Site Plan
Permit
Site Plan
Permit
Site Plan
Location Map



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/11/2022 .

Utility Company Information:

Name: Pedernales Electric Coop., Inc.
Address: P.O. Box 1 Johnson City TX
Phone: 8309925396
Contact Name: Ricky Hess

Engineer / Contractor Information:

Name: DNT Construction
Address: P.O. Box 6210 Round Rock TX 78683
Phone: 2544930194
Contact Name: Mason Conde

Hays County Information:

Utility Permit Number: TRN-2022-4781-UTL
Type of Utility Service: 3-3" PVC Conduits
Project Description:
Road Name(s): Yarrington Rd, 800' West of HWY 21, , , , ,
Subdivision:
Commissioner Precinct:

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

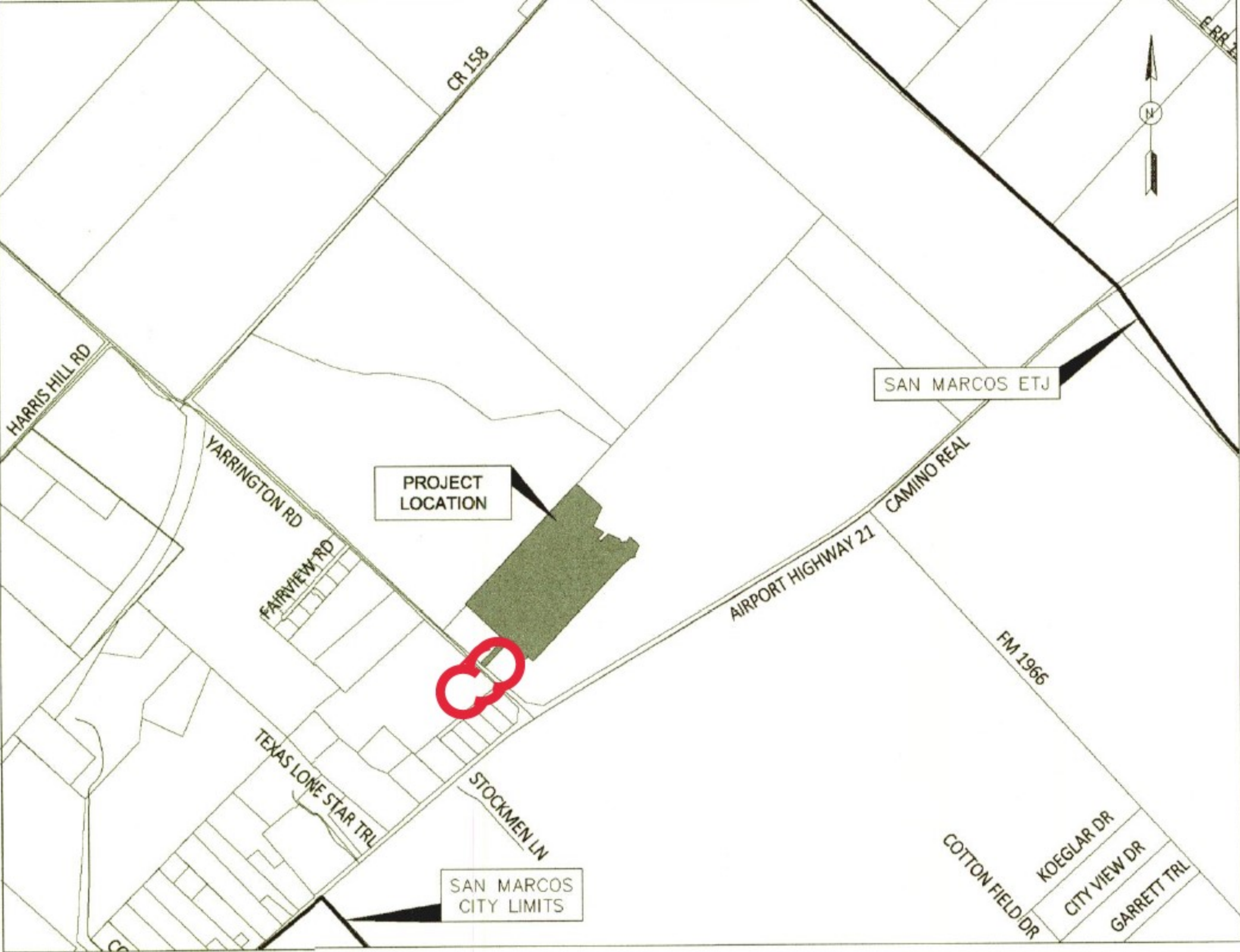
Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

06/01/2022

Signature

Title

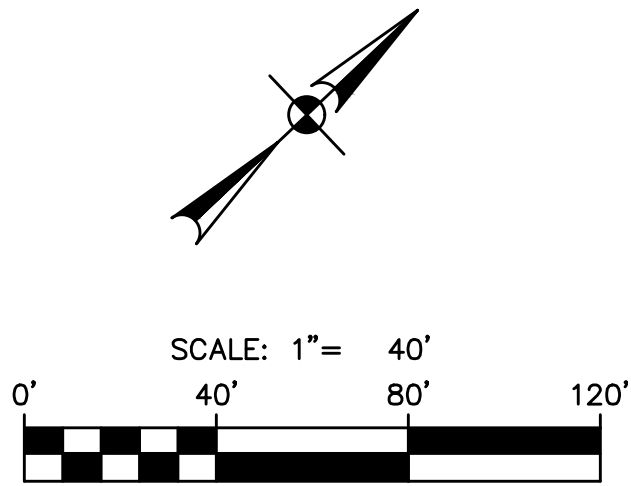
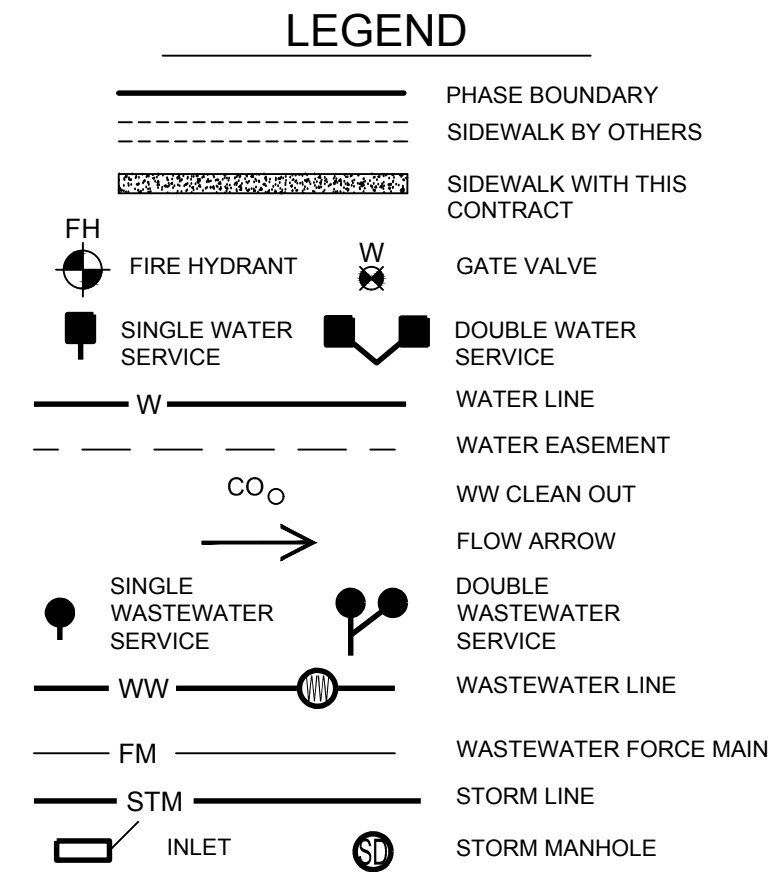
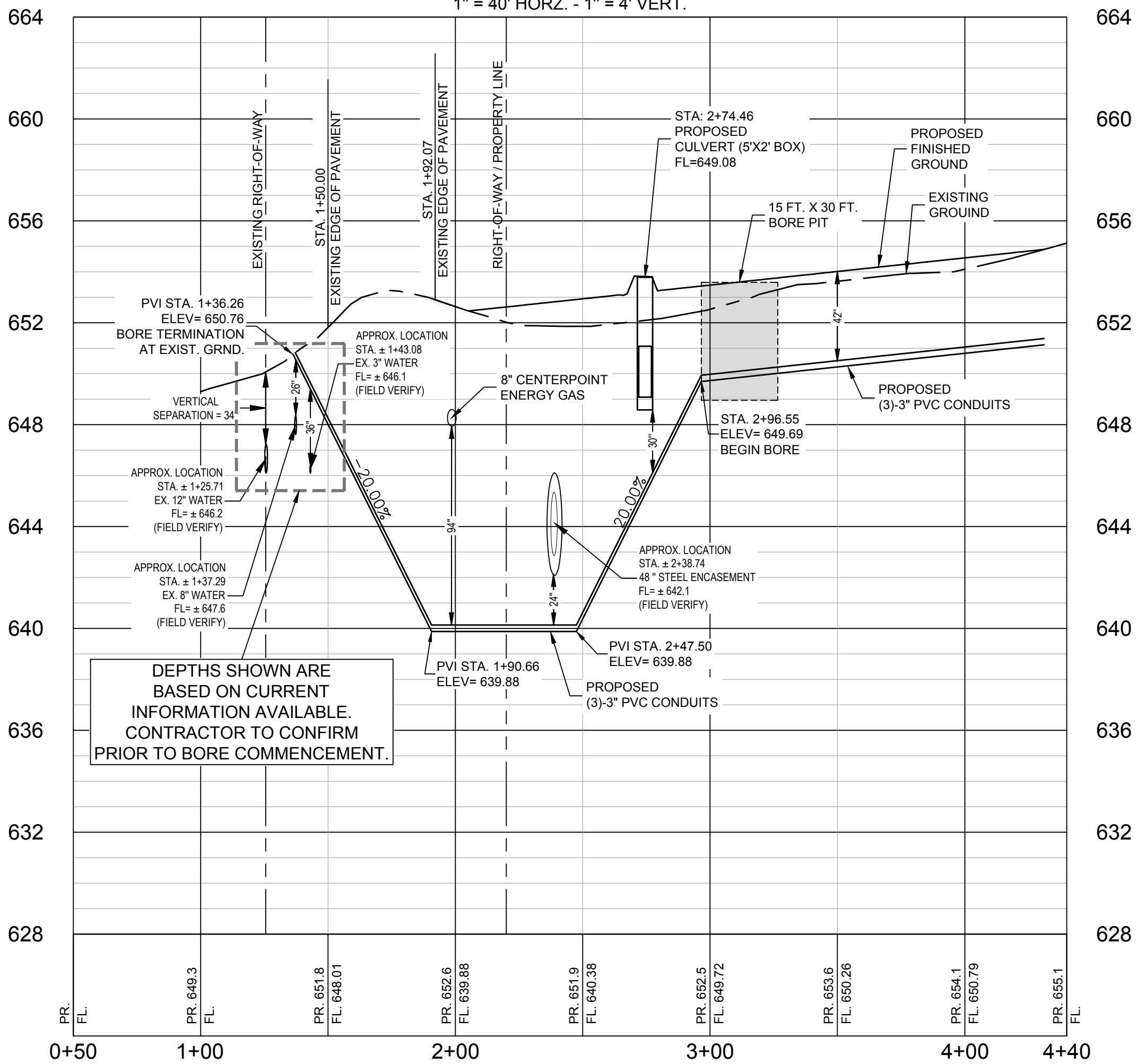
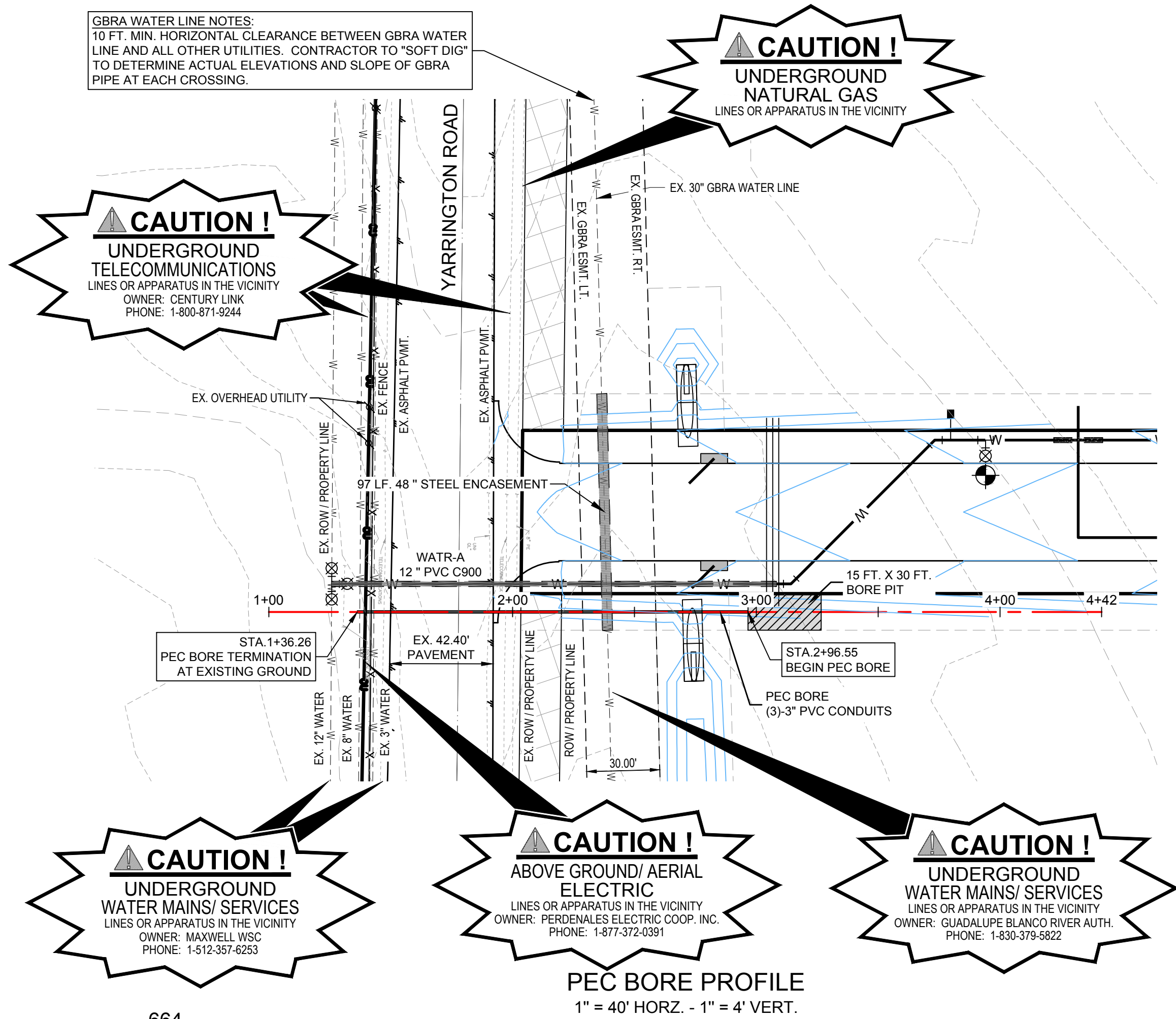
Date



PROJECT LOCATION MAP

Notes: Apr 11, 2022, 11:21am User: ID: cberntschy
File: P:\123188\100\Design\Civil\Bore\BorePlan2_S40_Plane\Plans\6.00_CADD\6.03_Drawings\Exhibits\20-0431-PEC_BORE.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL. AERIAL IMAGERY PROVIDED BY GOOGLE; UNLESS OTHERWISE NOTED. Imagery © 2016, CAPCOOL Digital Globe, Texas Orthorectification Program, USDA Farm Service Agency.



PAPE-DAWSON
ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SUNSET OAKS SECTION 1 PHASE 2
HAYS COUNTY, TEXAS

PROPOSED PEC BORE PLAN & PROFILE

PLAT NO. -

JOB NO. 12388-00

DATE APRIL 2022

DESIGNER CB

CHECKED JA DRAWN CB

SHEET 1 of 1



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/30/2022 .

Utility Company Information:

Name: Universal Natural Gas/ Centric Fiber
Address: TX
Phone:
Contact Name: Grant Nelson

Engineer / Contractor Information:

Name: Universal Natural Gas/ Centric Fiber
Address:
Phone: 9365815757
Contact Name: Grant Nelson

Hays County Information:

Utility Permit Number: TRN-2022-4827-UTL
Type of Utility Service: 8" natural gas and 30mm Fiber optic
Project Description:
Road Name(s): Redwood 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 .

06/01/2022

Signature

Title

Date

UNIVERSAL NATURAL GAS & CENTRIC FIBER

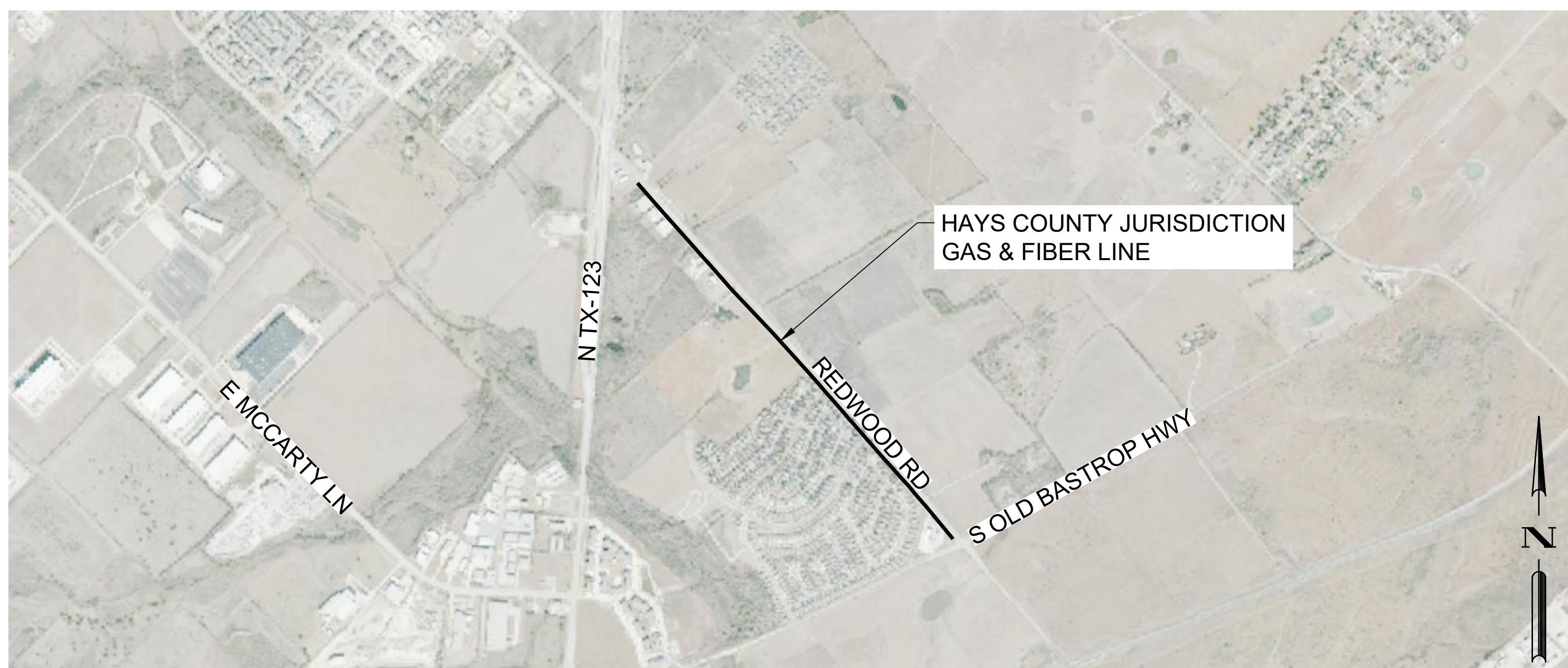
HIGHBRANCH

HAYS COUNTY PERMIT

HAYS COUNTY, TEXAS
NOVEMBER 24, 2021



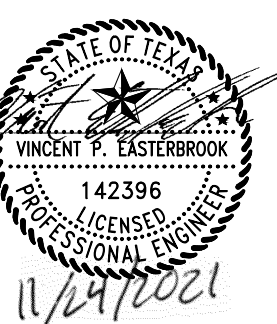
VICINITY MAP
SCALE: N.T.S.



LOCATION MAP
SCALE: 1" = 1000'

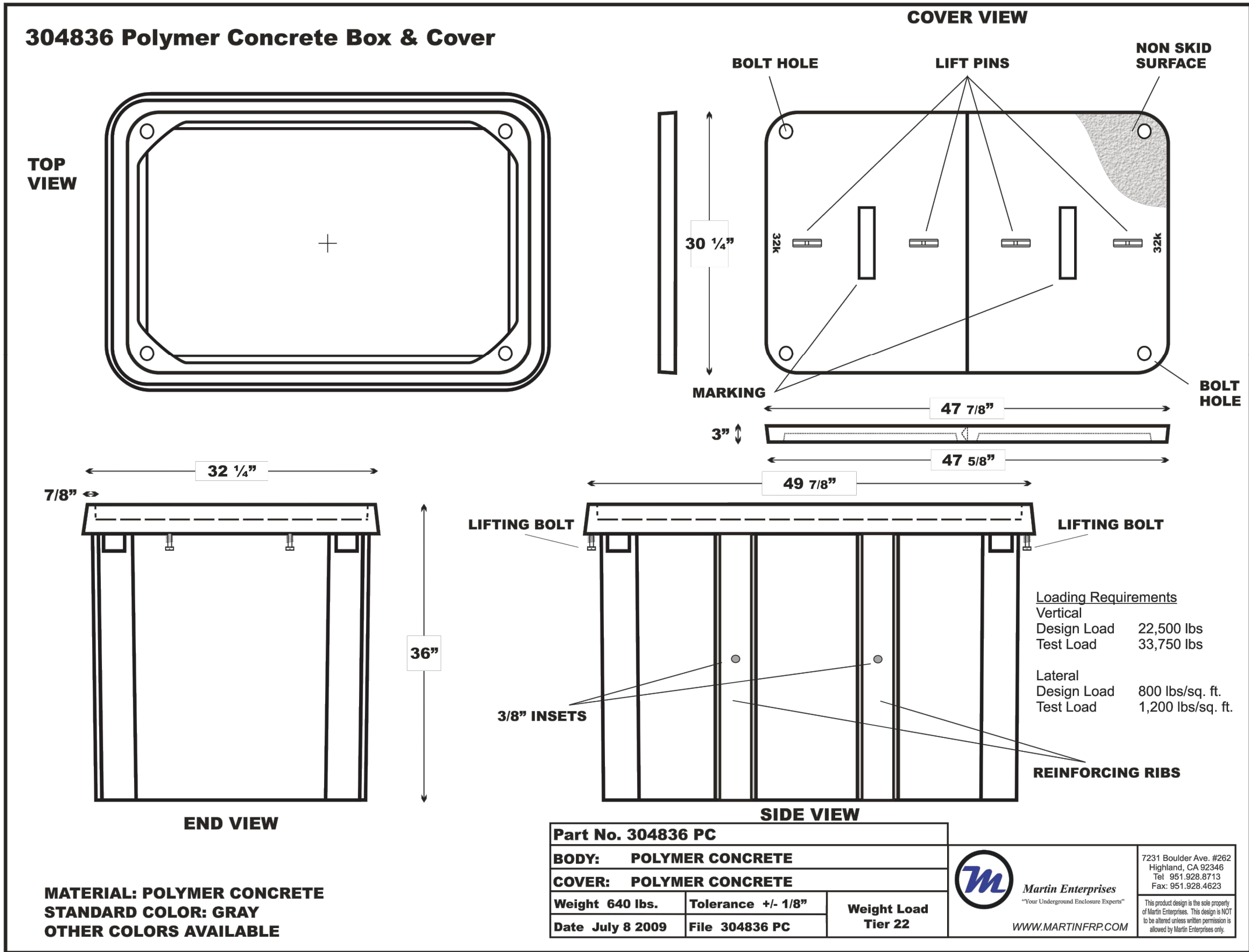
SHEET INDEX	
SHEET	DESCRIPTION
1	COVER & SHEET INDEX
2	GENERAL NOTES & LEGEND
3	PLAN STA:0+00 TO 24+50
4	PLAN STA:24+50 TO 50+28

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



UTILITY INSTALLATION NOTES

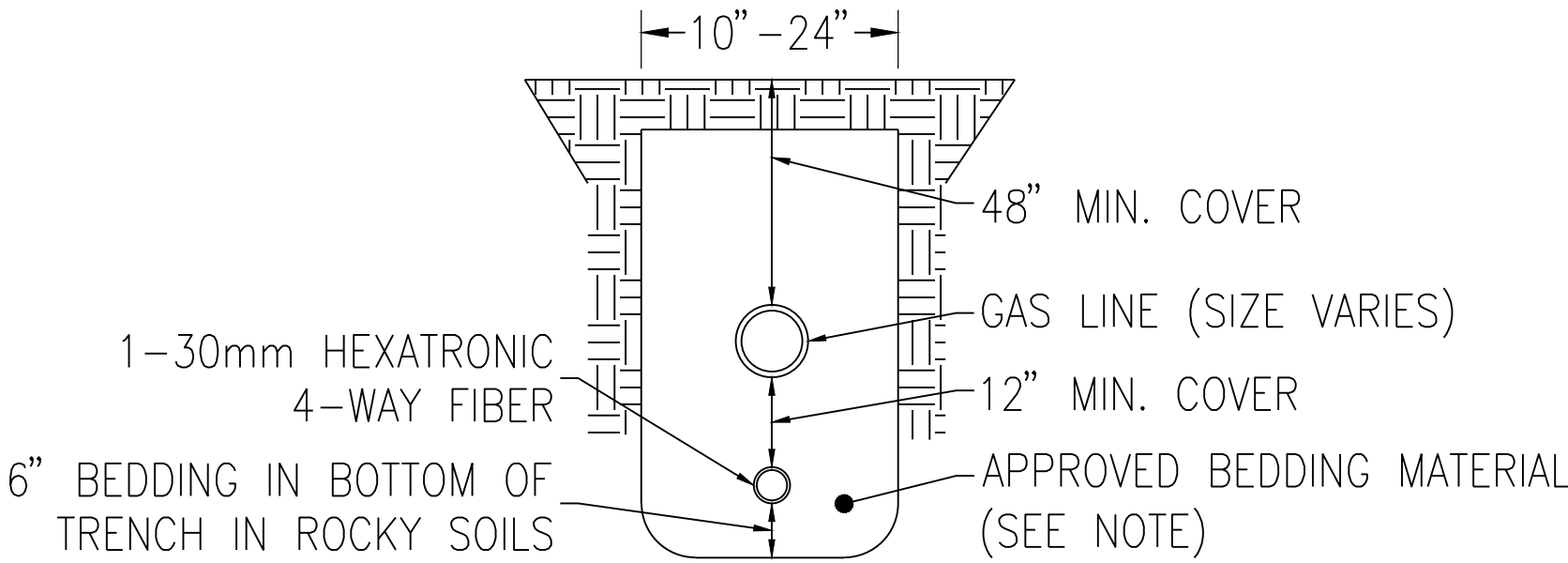
1. TOTAL DISTANCE = 5,028 L.F.
2. MAOP = 60 PSI
3. ALL UTILITY WORK WITHIN THE HAYS COUNTY RIGHT OF WAY SHALL BE CONSTRUCTED PER SPECIFICATIONS AND REQUIREMENTS OF HAYS COUNTY.
4. ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL REFER TO THE APPROPRIATE AGENCY'S STANDARD SPECIFICATIONS AND INSTALLATION DETAILS FOR ACTUAL LOCATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
5. GAS MAIN/SERVICES SHALL HAVE A MINIMUM 2-FOOT VERTICAL CLEARANCE FROM ANY OTHER UTILITY AT ALL CROSSINGS.
6. ALL GAS DISTRIBUTION MAINS SHALL BE INSTALLED PER THE STANDARDS AND SPECIFICATIONS OF THE UTILITY PROVIDER.
7. GAS MAINS SHALL BE CAPPED AT ALL DEAD END LOCATIONS WITH END CAPS PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS.
8. CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS USING BUTTFUSION OR ELECTROFUSION PER THE INTENT OF THE PLANS.
9. ELEVATION AND PARCEL DATA SHOWN ARE DOWNLOADED FROM AVAILABLE GIS DATA AT THE TIME FROM HAYS COUNTY RECORDS, AND MAY NOT REPRESENT ACTUAL CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER WITH ANY DISCREPANCIES.
10. CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM LAND OWNERS TO OPEN CUT DRIVEWAYS AND SHALL MAINTAIN ACCESS ACROSS THE DRIVEWAYS THROUGHOUT CONSTRUCTION.
11. BORE PIT SHALL BE APPROXIMATELY 8'X16'X16' IN DEPTH. CONTRACTOR MAY VARY THE SIZE AND DEPTH AS NECESSARY FOR CONSTRUCTION. SPOILS FROM THE PIT SHALL REMAIN ADJACENT TO THE PIT IT WAS EXCAVATED FROM AND PLACED IN SUCH A MANNER THAT DOES NOT IMPACT THE ROADWAY OR ADJACENT PRIVATE LAND.
12. CONTRACTOR SHALL ADHERE TO TEXAS ADMINISTRATIVE CODE FOR UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO OBJECT MARKERS.
13. CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER FOR OBJECT MARKERS TYPE AND MATERIALS TO BE INSTALLED AT POINTS OF ENTRY TO THE RIGHT OF WAY, AT EVERY CROSSING, AND EVERY 500 L.F. ALONG THE PIPELINE ALIGNMENT PER TAC 21.40.
14. CONTRACTOR SHALL ADHERE TO STANDARDS AND SPECIFICATIONS FOR THE INSTALLATION OF THE GAS MAIN WITH THE RAILROAD COMMISSION, TEXAS ADMINISTRATIVE CODE, AND THE UTILITY PROVIDER.
15. THE UTILITY PROVIDER WILL PLACE CONSTRUCTION STAKING SHOWING THE CONTRACTOR THE LOCATION OF THE EXISTING RIGHT-OF-WAY.
16. CONTRACTOR SHALL CONTACT TEXAS-811 A MINIMUM OF TWO BUSINESS DAYS PRIOR TO BEGINNING WORK. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING UTILITIES.
17. WHEN BORING UNDER EXISTING DRIVEWAYS OR ROADS, CONTRACTOR TO BORE GAS AND FIBER UTILITIES SEPARATELY TO ENSURE 12" SEPARATION.
18. HANDHOLE TO BE INSTALLED APPROXIMATELY EVERY 1,000 FEET.



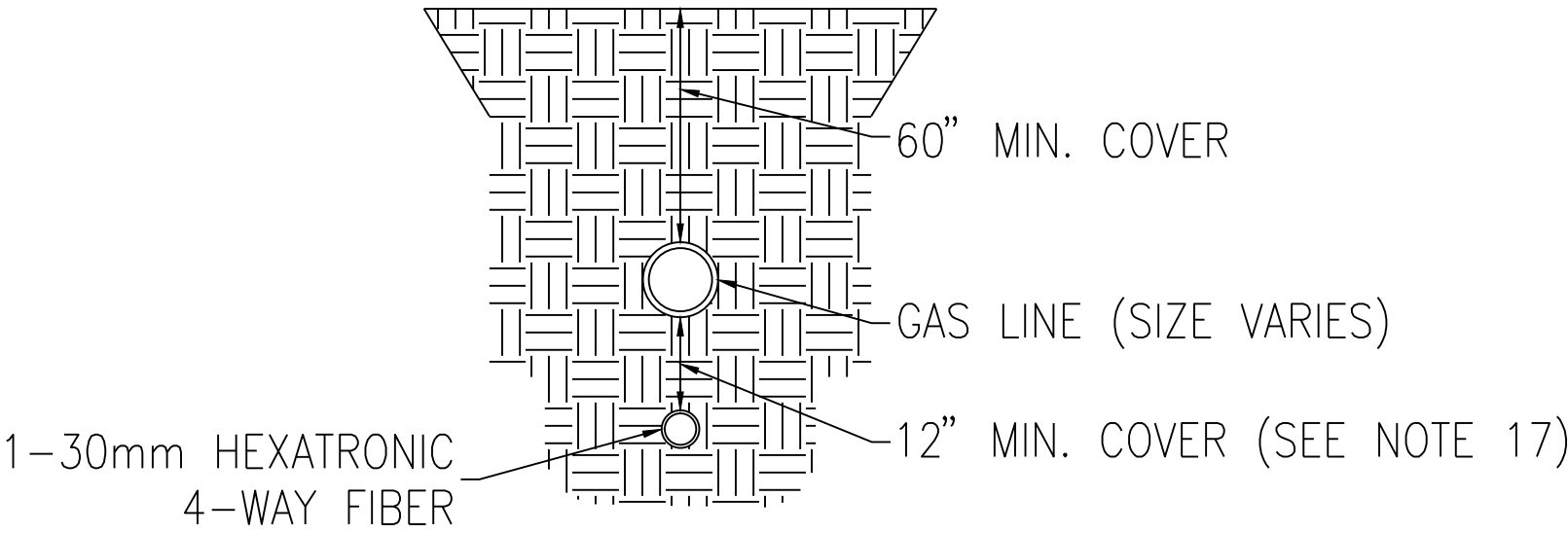
TYPICAL HANDHOLE DETAIL
SCALE: N.T.S.

LEGEND:

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



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



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

NOTE:

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

DATE	REV	DESCRIPTION
APR		

DESIGNED BY: VPE
REVIEWED BY: JAL
DRAWN BY: DTL

UNIGAS CENTRIC FIBER
UNIVERSAL NATURAL GAS

UNIVERSAL NATURAL GAS & CENTRIC FIBER
GENERAL NOTES & LEGEND

STATE OF TEXAS
142396
UNIVERSAL NATURAL GAS & CENTRIC FIBER
11/24/2021

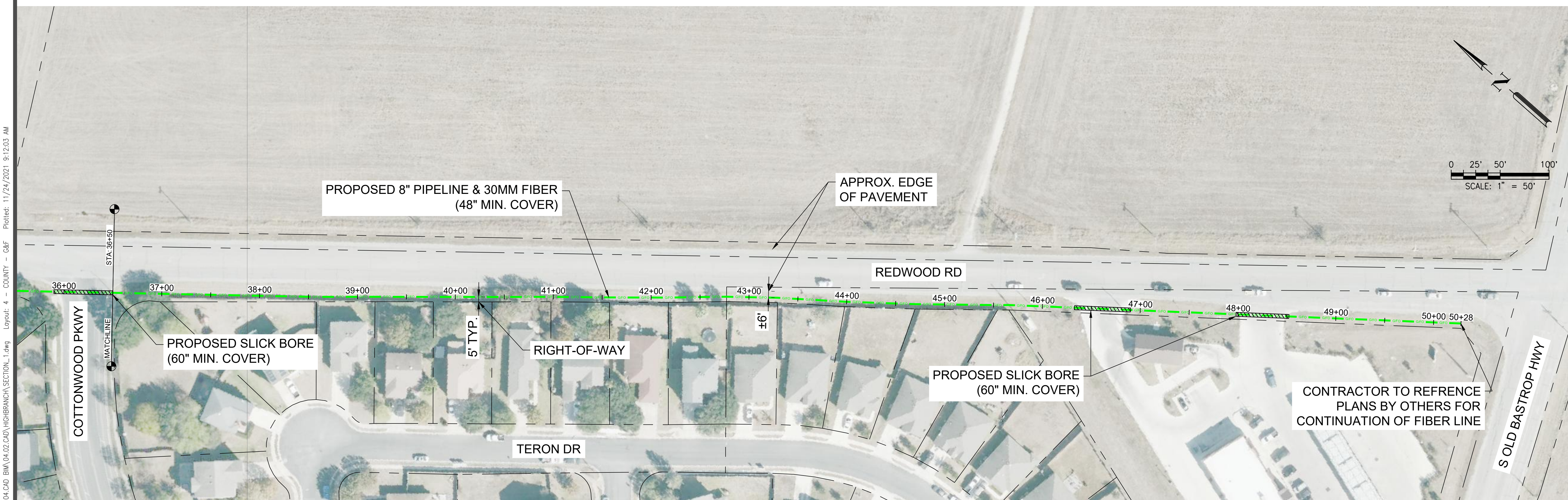
SHEET
2 OF 4

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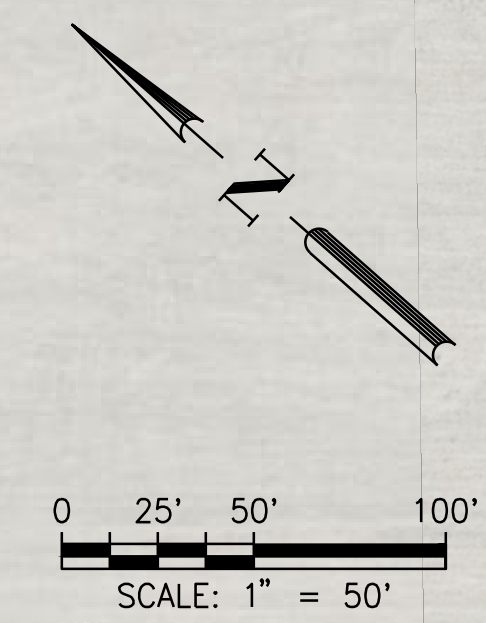
PLAN VIEW - STA:24+50 TO 36+50

SCALE: 1" = 50'



PLAN VIEW - STA:36+50 TO 50+28

SCALE: 1" = 50'



UNIVERSAL NATURAL GAS & CENTRIC FIBER	PLAN STA:24+50 TO 50+28
DESIGNED BY: VPE	REVIEWED BY: JAL
DRAWN BY: DTL	
UNIGAS CENTRIC FIBER	
UNIVERSAL NATURAL GAS	
STATE OF TEXAS	
142396	
PROFESSIONAL ENGINEER	
11/24/2021	
SHEET 4 OF 4	
DATE: 11/24/2021	



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 6/6/2022 .

Utility Company Information:

Name: Universal Natural Gas, LLC and Centric Fiber, LLC
Address: P.O. Box 133127 Spring TX
Phone: 8326104406
Contact Name: Nayely Gutierrez

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4897-UTL
Type of Utility Service: Natural Gas and Fiber Optic
Project Description:
Road Name(s): Yarrington Rd, CR 158, , , , ,
Subdivision:
Commissioner Precinct:

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

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

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

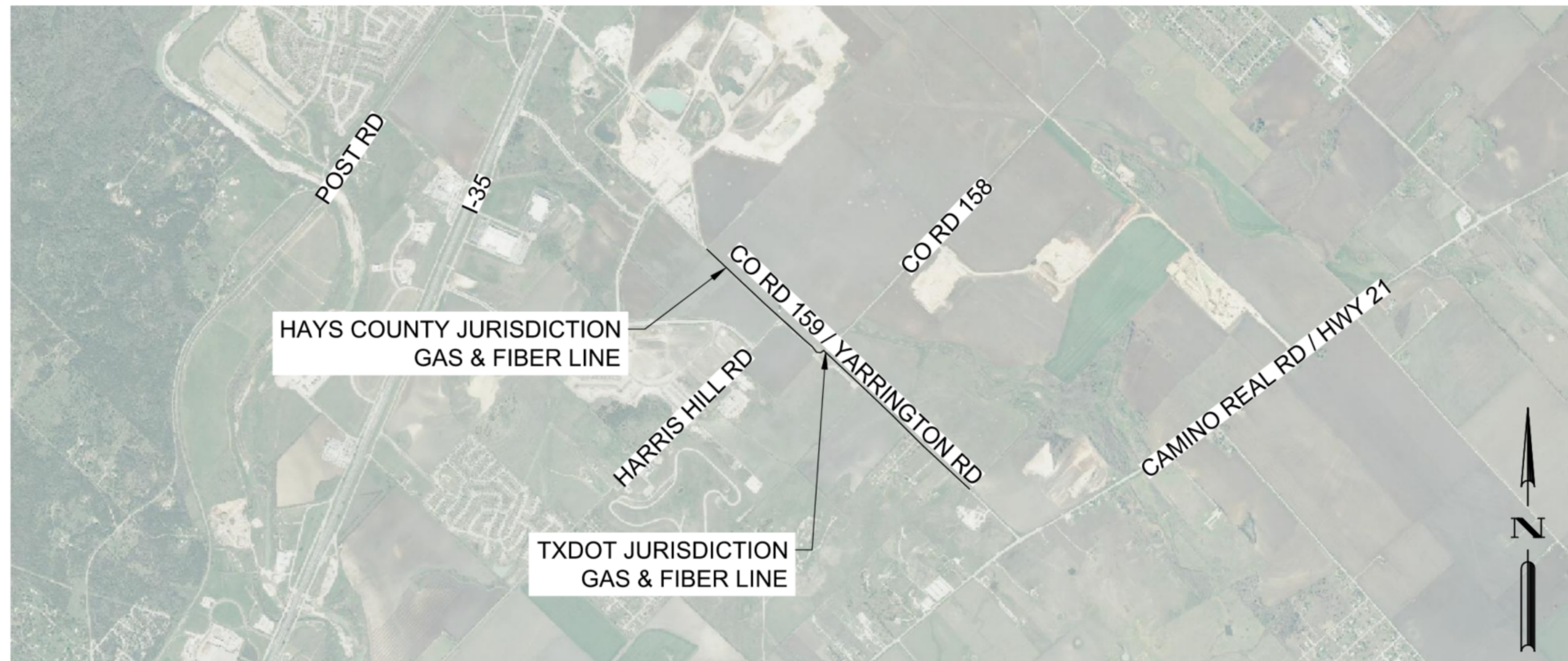
Engineering Technician

06/01/2022

Signature

Title

Date



LOCATION MAP

SCALE: 1" = 2000'

UNIVERSAL NATURAL GAS & CENTRIC FIBER

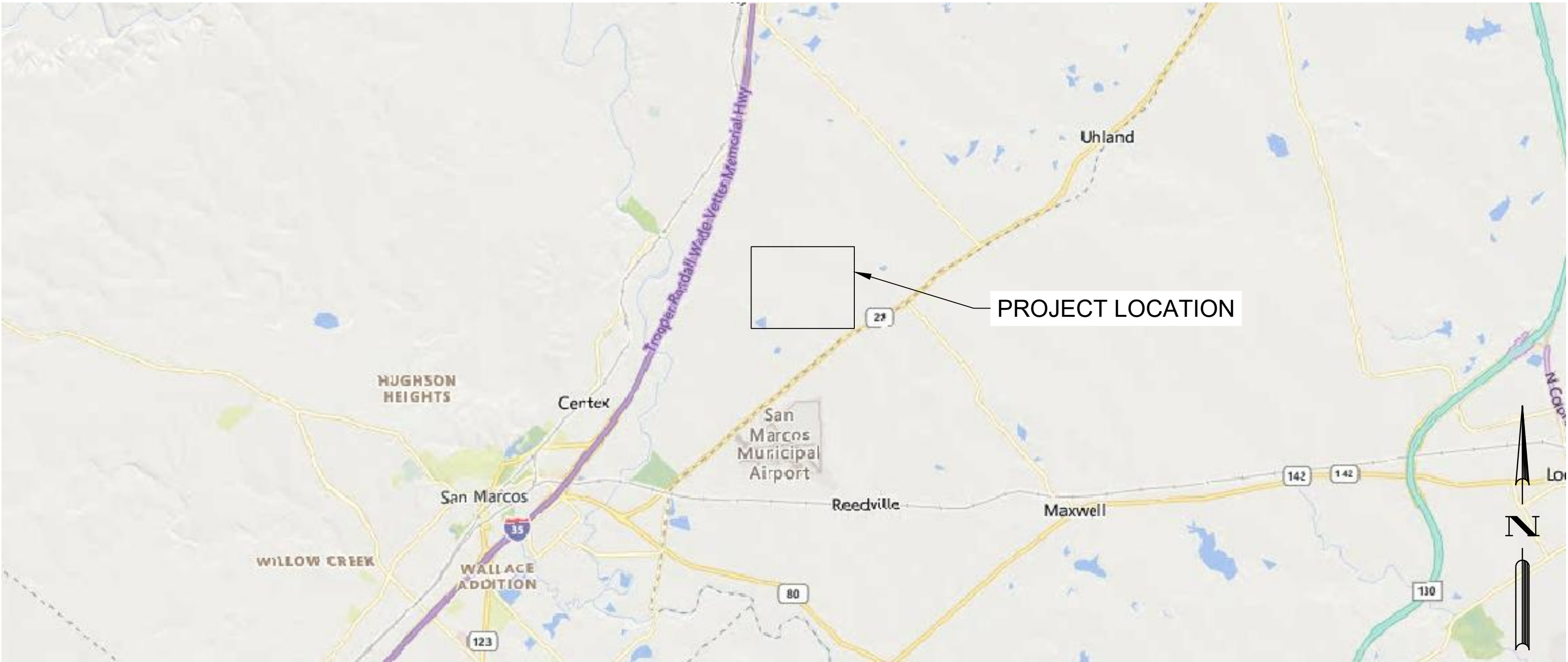
WATERSTONE / SUNSET OAKS

TXDOT PERMIT

HAYS COUNTY, TEXAS

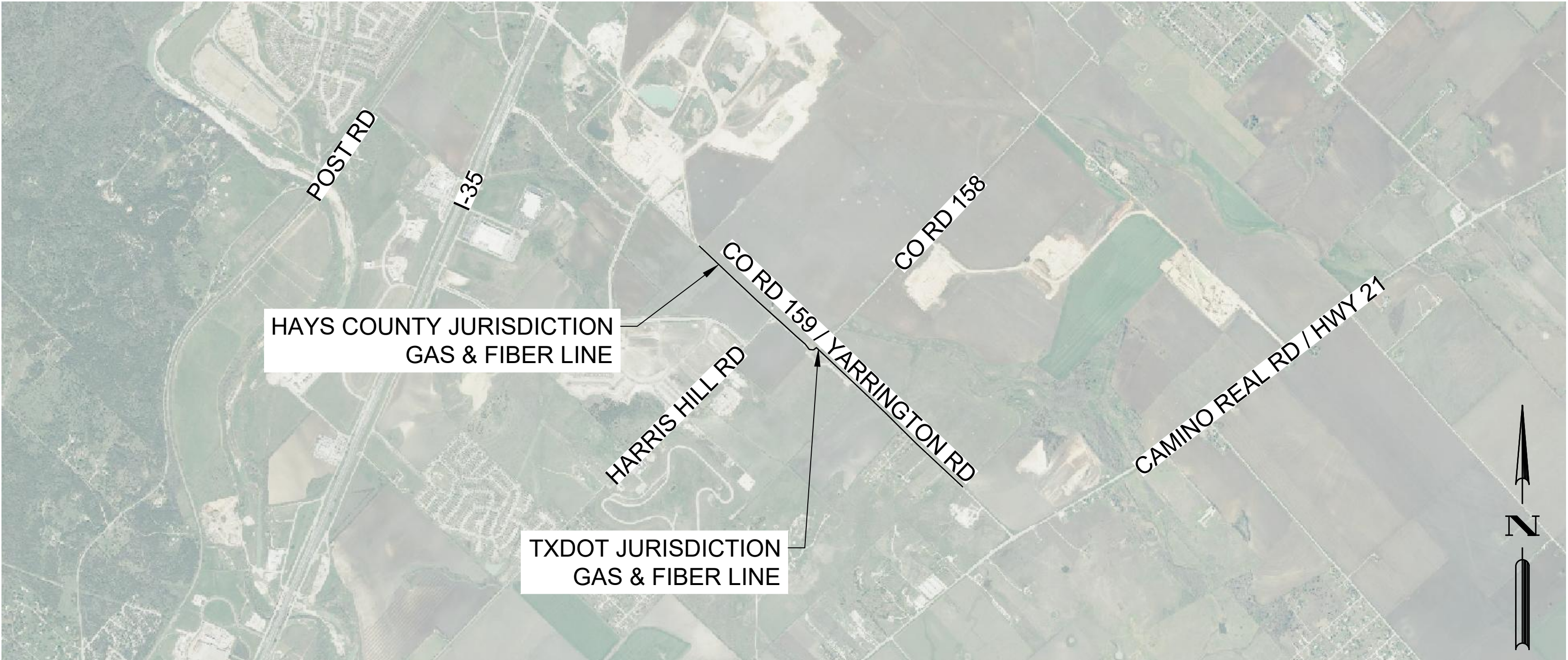
MAY 18, 2022

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER & SHEET INDEX
2	GENERAL NOTES & LEGEND
3	PLAN & PROFILE STA:30+50 TO 42+50



VICINITY MAP

SCALE: N.T.S.



LOCATION MAP

SCALE: 1" = 2000'

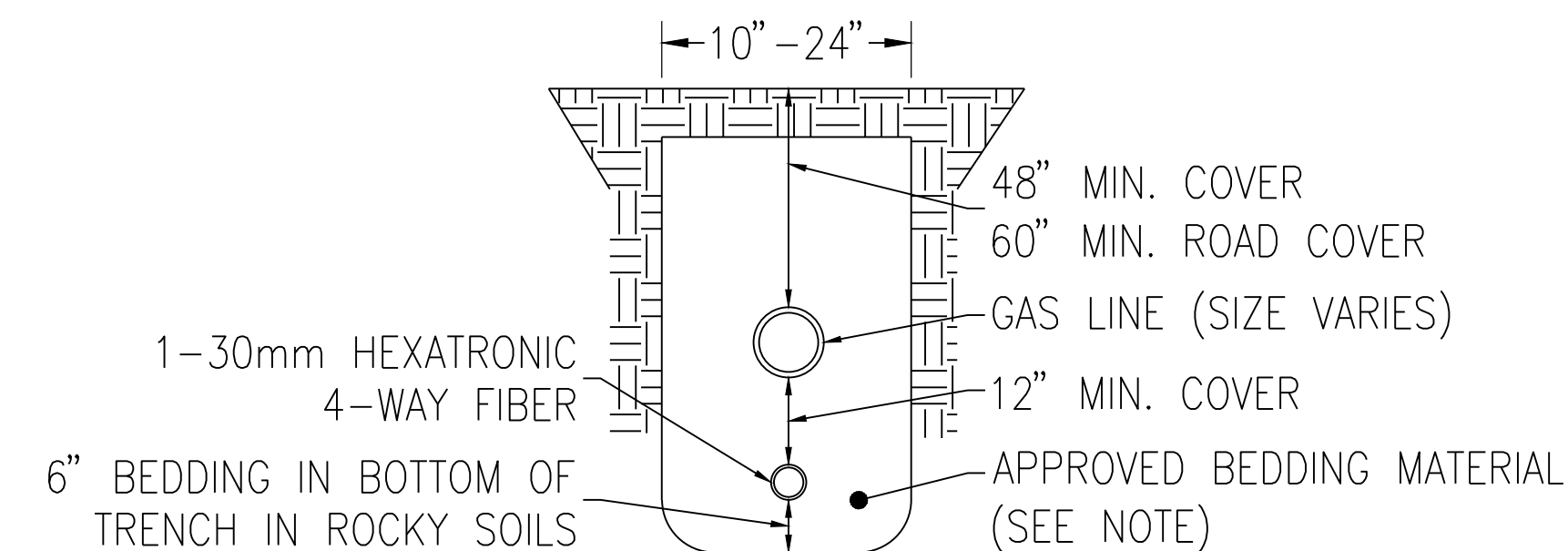
OFFICE LOCATION
9750 FM 1488
MAGNOLIA, TX 77354
CONTACT
RICHARD W. BARD JR., PE
PHONE: 281-252-6700
E-MAIL: RICHARD@TXGAS.NET



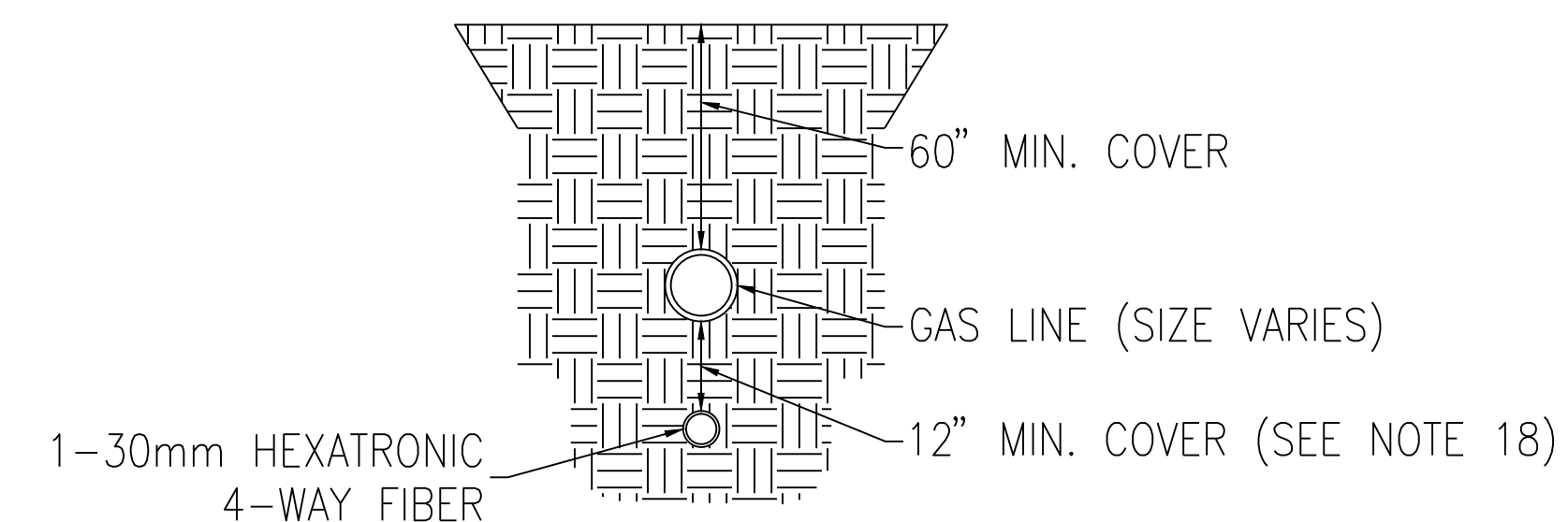
POND
3500 PARKWAY LANE, SUITE 500
PEACHTREE CORNERS, GA 30092
PHONE (678) 336-7740
FAX (678) 336-7744
WEB WWW.POND.CO.COM
TEXAS ENGINEERING FIRM NO. F-3871
POND PROJECT NO. 1220266



1. TOTAL DISTANCE = 1,200 L.F.
2. MAOP = 60 PSI
3. ALL UTILITY WORK WITHIN THE TXDOT RIGHT OF WAY SHALL BE CONSTRUCTED PER SPECIFICATIONS AND REQUIREMENTS OF TXDOT.
4. ALL UTILITY WORK WITHIN THE HAYS COUNTY RIGHT OF WAY SHALL BE CONSTRUCTED PER SPECIFICATIONS AND REQUIREMENTS OF HAYS COUNTY.
5. ALL UTILITY SYMBOLS SHOWN REPRESENT APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL REFER TO THE APPROPRIATE AGENCY'S STANDARD SPECIFICATIONS AND INSTALLATION DETAILS FOR ACTUAL LOCATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
6. GAS MAIN/SERVICES SHALL HAVE A MINIMUM 2-FOOT VERTICAL CLEARANCE FROM ANY OTHER UTILITY AT ALL CROSSINGS.
7. ALL GAS DISTRIBUTION MAINS SHALL BE INSTALLED PER THE STANDARDS AND SPECIFICATIONS OF THE UTILITY PROVIDER.
8. GAS MAINS SHALL BE CAPPED AT ALL DEAD END LOCATIONS WITH END CAPS PER UTILITY PROVIDER STANDARDS AND SPECIFICATIONS.
9. CONTRACTOR SHALL INSTALL ALL TEES, BENDS, AND OTHER FITTINGS USING BUTTFUSION OR ELECTROFUSION PER THE INTENT OF THE PLANS.
10. TXDOT REQUIREMENTS FOR BORING UNDER DESIRABLE TREES TO APPLY FROM 5' EITHER SIDE OF DRIP LINE FOR AN UNCASED SLICK BORE WITH AT LEAST 60" OF COVER. SURVEY OF AFFECTED TREES TO BE CONDUCTED WITH TXDOT PRIOR TO ANY CONSTRUCTION TO CONFIRM EXTENT OF BORES ALONG THE ROUTING.
11. ELEVATION AND PARCEL DATA SHOWN ARE DOWNLOADED FROM AVAILABLE GIS DATA AT THE TIME FROM HAYS COUNTY RECORDS, AND MAY NOT REPRESENT ACTUAL CONDITIONS. CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER WITH ANY DISCREPANCIES.
12. CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM LAND OWNERS TO OPEN CUT DRIVEWAYS AND SHALL MAINTAIN ACCESS ACROSS THE DRIVEWAYS THROUGHOUT CONSTRUCTION.
13. BORE PIT SHALL BE APPROXIMATELY 8'X16'X16' IN DEPTH. CONTRACTOR MAY VARY THE SIZE AND DEPTH AS NECESSARY FOR CONSTRUCTION. SPOILS FROM THE PIT SHALL REMAIN ADJACENT TO THE PIT IT WAS EXCAVATED FROM AND PLACED IN SUCH A MANNER THAT DOES NOT IMPACT THE ROADWAY OR ADJACENT PRIVATE LAND.
14. CONTRACTOR SHALL ADHERE TO TEXAS ADMINISTRATIVE CODE FOR UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO OBJECT MARKERS.
15. CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER FOR OBJECT MARKERS TYPE AND MATERIALS TO BE INSTALLED AT POINTS OF ENTRY TO THE RIGHT OF WAY, AT EVERY CROSSING, AND EVERY 500 L.F. ALONG THE PIPELINE ALIGNMENT PER TAC 21.40.
16. CONTRACTOR SHALL ADHERE TO STANDARDS AND SPECIFICATIONS FOR THE INSTALLATION OF THE GAS MAIN WITH THE RAILROAD COMMISSION, TEXAS ADMINISTRATIVE CODE, AND THE UTILITY PROVIDER.
17. THE UTILITY PROVIDER WILL PLACE CONSTRUCTION STAKING SHOWING THE CONTRACTOR THE LOCATION OF THE EXISTING RIGHT-OF-WAY.
18. WHEN BORING UNDER EXISTING DRIVEWAYS OR ROADS, CONTRACTOR TO BORE GAS AND FIBER UTILITIES SEPARATELY TO ENSURE 12" SEPARATION.
19. CONTRACTOR SHALL CONTACT TEXAS-811 A MINIMUM OF TWO BUSINESS DAYS PRIOR TO BEGINNING WORK. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL EXISTING UTILITIES.
20. CONTRACTOR TO CONFIRM BORES SHALL EXTEND A MINIMUM OF 5' BEYOND EDGE OF CONCRETE PAVEMENT, OR 10' BEYOND EDGE OF ASPHALT PAVEMENT (INCLUDING ALL PUBLIC CROSS STREETS AND DRIVEWAYS), PLUS ANY ADDITIONAL WIDTH NECESSARY TO CLEAR ALL EXISTING SIDEWALKS.
21. HANDHOLE TO BE INSTALLED APPROXIMATELY EVERY 1,000 FEET.
22. CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF THE PROPOSED HORIZONTAL DIRECTIONAL DRILLING (HDD) CONSTRUCTION METHOD SHOWN IN THE DRAWING. THE PROFILE VIEW OF THE PROPOSED HDD IS INTENDED ONLY TO SHOW AN EXAMPLE BORE PATH FOR PERMITTING PURPOSES.



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



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

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



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 2022-06-30 .

Utility Company Information:

Name:
Address:
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Gofroth SUD
Address: 8900 Niederwald Strasse Niederwald TX 78640
Phone:
Contact Name: Mario Tobias

Hays County Information:

Utility Permit Number: TRN-2022-4898
Type of Utility Service: 3/4" Water Service Line
Project Description:
Road Name(s): High 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 .

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

Engineering Technician

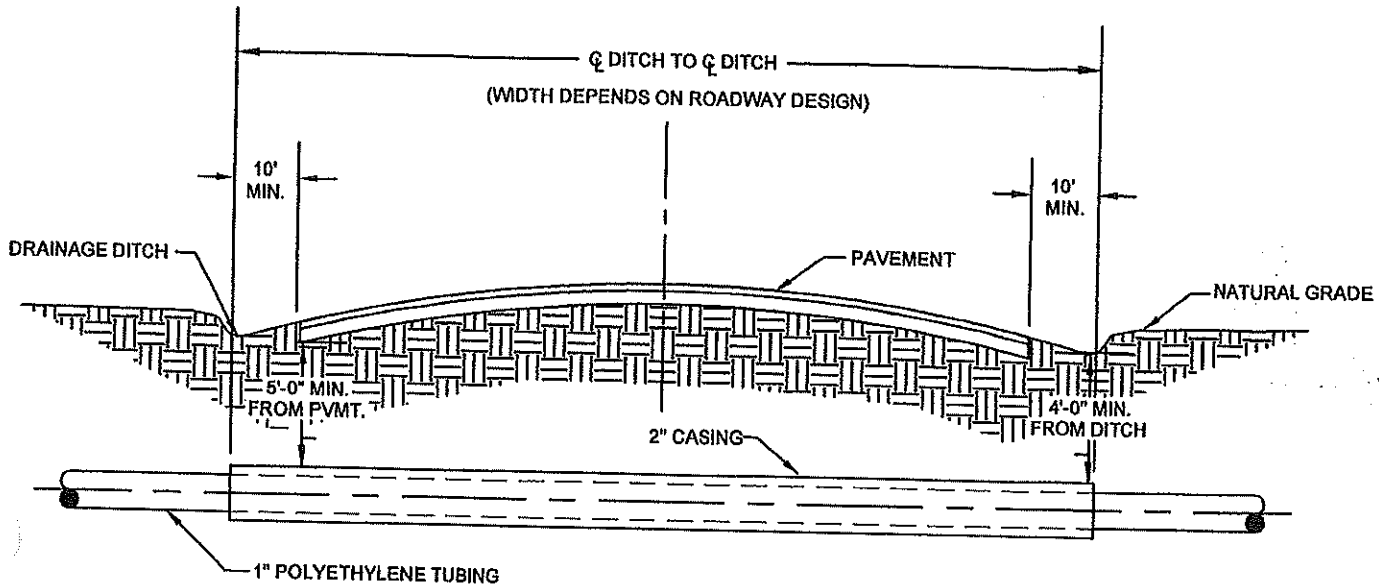
06/02/2022

Signature

Title

Date

OTHERWISE REQUIRED BY THE
 ANY AUTHORITY, CASING PIPE SHALL
 ASTM D 2241, SDR21, OR ASTM D 1785,
 d. 40



NOTE: CASING SPACERS ARE REQUIRED FOR ALL LINES 6" AND LARGER

SERVICE LINE BORING & ENCASEMENT DETAILS-RURAL

METER SERVICE DETAIL	
SCALE : NONE	REV. DATE : 3/07
DWG. W-5	
GOFORTH S.U.D.	
HAYS, CALDWELL & TRAVIS COUNTIES,	
TEXAS	
S:\Projects_1\0092-Goforth WSC\DETAILS\DETAILS-0507.dwg	

DATE: July 11, 2011



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.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 6/2/2022 .

Utility Company Information:

Name: CITY OF SAN MARCOS
Address: 630 E HOPKINS ST SAN MARCOS TX
Phone: 5126652267
Contact Name: DANNY ARAIZA

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4899-UTL
Type of Utility Service: WATER LINE
Project Description:
Road Name(s): , , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

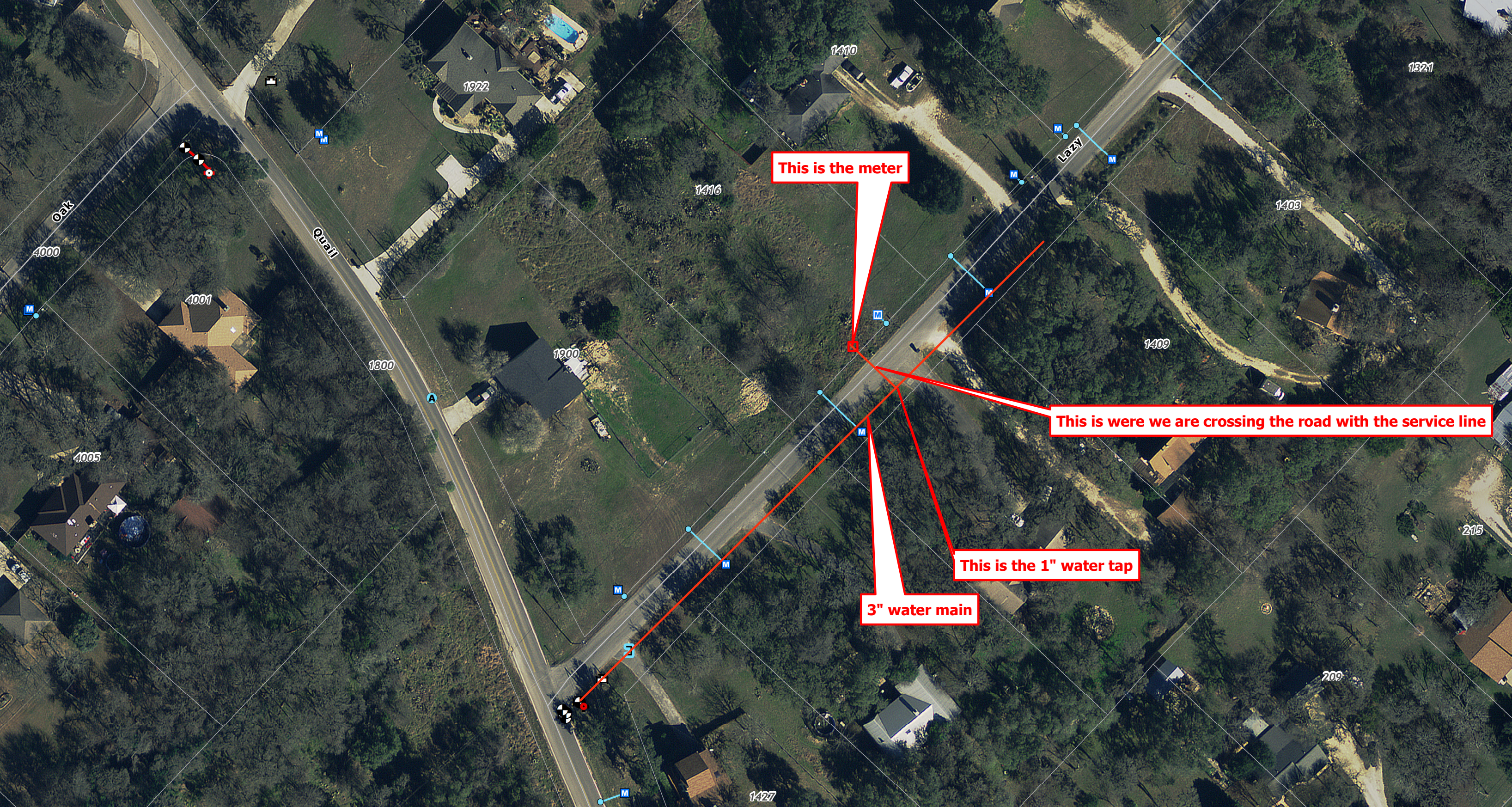
Engineering Technician

06/02/2022

Signature

Title

Date





Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/25/2022 .

Utility Company Information:

Name: Spectrum
Address: TX
Phone:
Contact Name: Aaron Hunemann

Engineer / Contractor Information:

Name: Serna Communications
Address: TX
Phone: 7372478846
Contact Name: Noe Montemayor

Hays County Information:

Utility Permit Number: TRN-2022-4867-UTL
Type of Utility Service: Coax
Project Description:
Road Name(s): Winters Mill Pkwy, , , , , ,
Subdivision:
Commissioner Precinct:

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

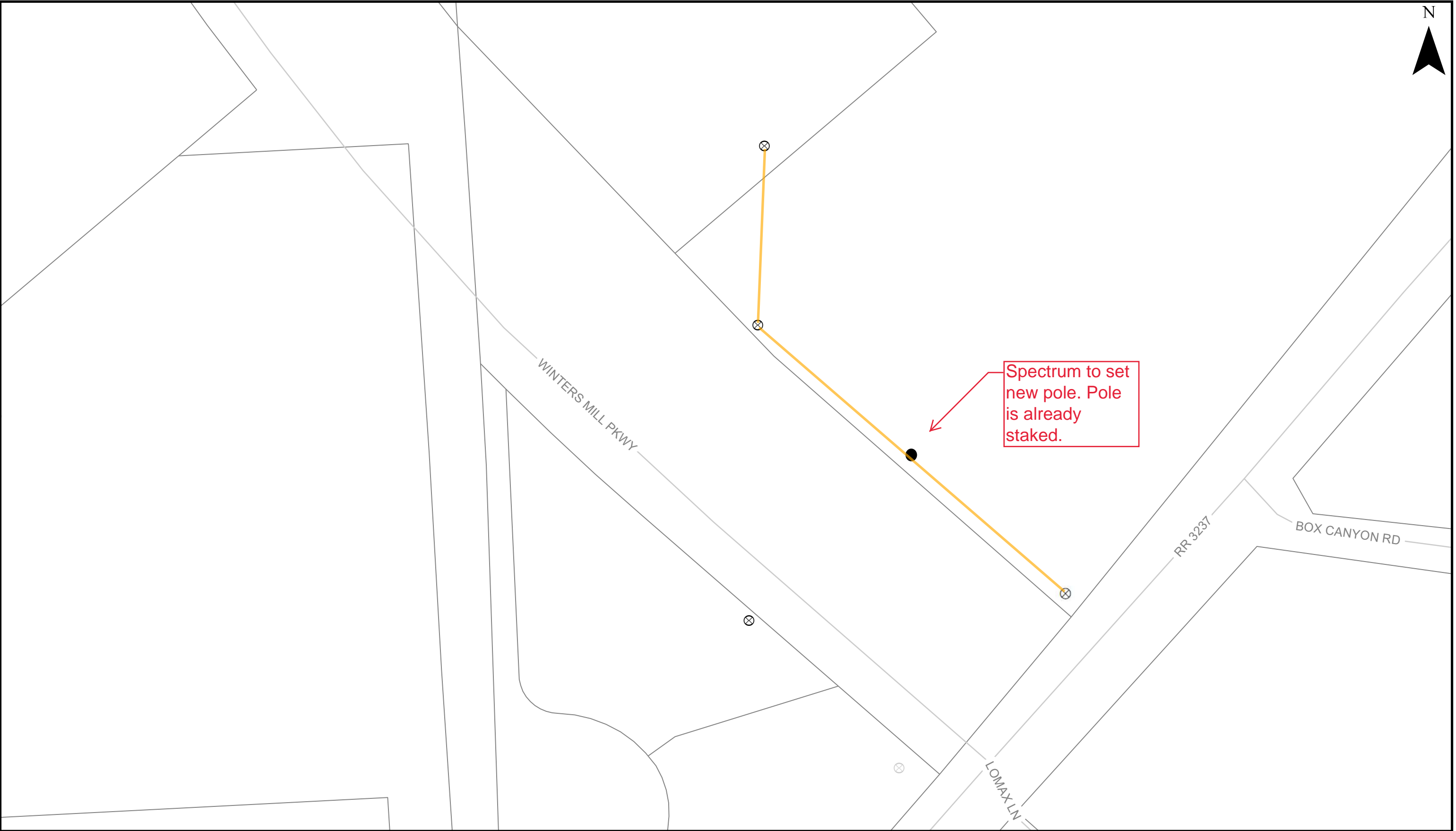
Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

06/02/2022

Signature

Title

Date



PROJECT WOOSLEY,JAMES			
LOCATION 14140 WINTERS MILL PKWY			
DRAWN BY: TXUE	DATE 2/25/2022	SCALE: NTS	APPLICATION POLE PERMIT
PROJECT # 3424309	CITY WIMBERLEY	PAGE 1 OF 1	APPROVED BY:

LEGEND

- ⊗ POLE
- Ⓒ CONCRETE POLE
- Ⓔ STEEL POLE
- Ⓕ FIBERGLASS POLE
- Ⓐ ALUMINUM POLE

- OH PRIMARY
- OH SECONDARY
- SECONDARY JUMPER
- T OH TRANSFORMER
- FOREIGN POLE

- SS — SANITARY SEWER UTIL.
- UG --- UNDERGROUND
- ROW — RIGHT OF WAY LINE
- EOP — EDGE OF PAVEMENT
- SW — EDGE OF SIDEWALK

- ⌵ DOWN GUY & ANCHOR
- ⌴ SIDEWALK GUY & ANC.
- HH — HANDHOLE
- Ⓡ RISER POLE
- OVERLASH
- NEW BUILD

REVISIONS

DATE	COMMENTS
	KF



An EN Engineering Company

Location Map

Write a description for your map.

Legend

-  Hildee's
-  Hildee's





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Tammy Crumley
Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the Hays County Budget Officer and Hays County Budget Office to occupy the office space withi the Hays County Courthouse. **INGALSBE/T.CRUMLEY**

Summary

The newly created Hays County Budget Office needs office space. There is space currently available for the Hays County Budget Officer to move into Suite 302 of the Hays County Courthouse. There will be space becoming available within the Hays County Courthouse for the Budget Office staff in Suite 303. This office will allow for staff, office equipment and storage required for the Budget Office.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

Agenda Item

Authorize an amendment to the Building Maintenance Department's operating budget for building maintenance and repairs and janitorial services as needed for the remainder of fiscal year 2022. **SHELL/T.CRUMLEY**

Summary

At the beginning of FY22, Building Maintenance was asked to take over building maintenance responsibilities of the Public Safety Building (PSB). Additionally, in January 2022 Hays County acquired the new Elections Building which Building Maintenance also became responsible for. At the on-take of both buildings, which total an additional 145,000 square feet, the operating budget for Building Maintenance was not amended or increased to account for the cost of caring for two additional buildings. Due to this, Building Maintenance now requires additional funds to complete the remainder of the fiscal year.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: Funds for maintenance budgeted within the Sheriff's operating budget are available for a portion of this request. Recommend additional funds needed from County-Wide capital improvements.

Budget Amendment:

\$250,000 - Increase Building Maintenance & Repair 001-695-00.5451

\$ 48,000 - Increase Janitorial Services 001-695-00.5456

(\$50,000) - Decrease Sheriff Building Maintenance & Repair 001-618-00.5451

(\$248,000) - Decrease County-Wide Misc. Capital Improvements 001-645-00.5741

Fiscal Impact

Amount Requested: \$298,000

Line Item Number: 001-695-00]

Purchasing Guidelines Followed: Y/N?: N/A

New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: CUTLER
Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the County Judge to execute an amended Interlocal Cooperation Agreement Between Hays County and Burnet County for Jail Services related to the outsourcing of Hays County inmates. **INGALSBE/CUTLER**

Summary

Hays County currently has an Interlocal Agreement with Burnet County related to the outsourcing of overflow Hays County inmates at a rate of \$62 per inmate per day. Burnet County is increasing their rate to \$75 per inmate per day in the attached Interlocal Agreement, effective June 14, 2022.

Budget Office Use Only:

Budget Amendment Required: Y/N?: N/A
Comments:

Fiscal Impact

Amount Requested:
Line Item Number: 001-618-03.5361
Purchasing Guidelines Followed: Y/N?:
New Revenue Y/N?: N/A
AUDITOR'S USE ONLY:
Rate increase to \$75 per inmate per day

Attachments

Burnet County Auditor Letter
Burnet County Jail ILA



THE COUNTY OF BURNET
BURNET, TEXAS 78611

June 2, 2022

Captain Julissa Villalpando
Hays County Sheriff's Office
1307 Uhland Road
San Marcos, TX 78666

Dear Captain Villalpando,

In order to provide plenty of time for budget planning, Burnet County would like to notify all involved parties that the rate for housing inmates will increase from \$62.00 per inmate/day to \$75.00 per inmate/day effective June 14, 2022. Although Burnet County strives to operate as efficiently as possible, due to the rising costs of housing inmates we find it necessary to raise the daily rate at this time. Continuing our relationship with you and providing excellent care and housing of inmates is our top priority.

If you have any questions, please contact me or Captain Matt Kimbler, Jail Administrator, 512-715-8600 ext. 23101.

Sincerely,

A handwritten signature in blue ink, which appears to read "Cindy Dalrymple".

Cindy Dalrymple
Purchasing Assistant
Burnet County Auditor Office
(512) 715-5295
purchasing@burnetcountytexas.org

ARTICLE II

DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, **BURNET** shall provide the following necessary and appropriate services for **HAYS** to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, or national origin; to-wit:

1. **PURPOSE:** **BURNET** shall provide housing and food to inmates presented by **HAYS** who meet the following minimum criteria (as determined by the **BURNET** County Sheriff or his designee):
 - A. Inmate must be at least 18 years of age;
 - B. Inmate must be of good general health; and
 - C. Inmate with serious institutional behavior history (as defined by the **BURNET** disciplinary plan approved by the Texas Commission on Jail Standards) in the last 90 days will not be accepted.
2. **HOUSING AND CARE OF INMATES:** **BURNET** will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. **BURNET** will provide, as set out herein, for inmate's physical needs, retain them in safe custody, supervise them, maintain proper discipline and control, make certain inmates receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post- Prison Supervision are faithfully executed.
3. **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by **BURNET** or contracted 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 **BURNET's** facility or by other than **BURNET** facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. **HAYS** shall reimburse **BURNET** the amount spent for medical services of all **HAYS** inmates, other than routine medical services included in the per-day rate.
4. **OFF-SITE SERVICES:** **HAYS COUNTY** Sheriff or designee shall be informed of any **HAYS** inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). **BURNET** will assist **HAYS** to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. **HAYS** may elect to retake and return to **HAYS** physical custody of an inmate to manage costs and utilization of services unless emergency care of the inmate is required.
5. **OFF-SITE BILLING:** This Agreement provides **BURNET** with the authority to arrange for the off-site provider to bill **HAYS** for the costs of hospitalization and/or medical care for any **HAYS** inmate. In the event direct billing is unavailable, **HAYS** shall reimburse **BURNET** in accordance with the terms of this Agreement.
6. **MEDICAL RECORDS:** **HAYS** agrees to provide **BURNET** with a copy of each inmate's medical, dental, and mental health record(s) for the purposes of continuity of care. **BURNET** agrees to maintain a confidential record of the health care of each inmate. **HAYS** shall ensure that these records are provided no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. A copy of each inmate's record shall be returned to **HAYS** at the time each **HAYS** inmate is returned.
7. **MEDICAL INVOICES:** **HAYS** shall reimburse **BURNET** monthly for health care services and associated expenses for which **HAYS** is responsible under this section. **BURNET** shall provide **HAYS** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
8. **INMATE MEDICAL REPORT:** Upon request from **HAYS**, **BURNET** will provide an inmate report of health care provided.
9. **FACILITY INSPECTION:** **BURNET** agrees to allow periodic inspections of the facilities by **HAYS** law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to **HAYS** upon request.
10. **TRANSPORTATION AND OFF-SITE SECURITY:** **HAYS** is solely responsible for the

transportation of inmates between the **BURNET** County Jail and the **HAYS** Facility. **BURNET** agrees to provide ambulance and other transportation for **HAYS** inmates to and from local off-site medical facilities and will invoice **HAYS** in accordance with Article 2, Section 7.

11. **COURT APPEARANCES:** **HAYS** shall be responsible for the transportation of **HAYS** inmates to/from **BURNET** Jail. **HAYS** will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances in **HAYS** County.
12. **TRANSPORTATION To TDCJ:** **HAYS** is responsible for the transport of **HAYS** inmates to the Texas Department of Criminal Justice, Institutional Division.
13. **GUARD SERVICE:** **BURNET** will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at **the rate of \$40 per hour/per guard (minimum 2 guards per transport)**. **BURNET** shall provide **HAYS** with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
14. **SPECIAL PROGRAMS:** The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in **BURNET's** facilities. The parties may contract by written agreement to the provision of special programs.
15. **LOCATION AND OPERATION OF FACILITY:** **BURNET** shall provide the detention services described herein at the **BURNET** County Jail located in **BURNET**, Texas.
16. **ADMITTING AND RELEASING:** **HAYS** shall provide inmate biographical information and charge information for each inmate no less than 24 hours prior to the inmate's arrival at the **BURNET** County Jail. **BURNET** shall be responsible for the admitting and releasing of inmates placed in **BURNET's** facility. **BURNET** will maintain records of all such transactions in a manner agreed upon by **BURNET** and **HAYS** provide such records to **HAYS** upon request.
17. **RETURN OF INMATES** to **HAYS**: Upon demand by **HAYS**, **BURNET** will relinquish to **HAYS** physical custody of any inmate. Upon request by **BURNET**, **HAYS** will resume custody of any inmate so requested within two (2) calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III **FINANCIAL PROVISIONS**

1. **PER DIEM RATE:** The per diem rate for detention services under this Agreement is seventy-five dollars (\$75.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement.
2. **BILLING PROCEDURE:** **BURNET** shall submit an itemized invoice for the services provided each month to **HAYS**, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of **HAYS**. **HAYS** will make payment to **BURNET** within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Burnet County, Texas and will be remitted to:

BURNET COUNTY TREASURER
133 E. Jackson Street
Burnet, TX 78611

ARTICLE IV
ACCEPTANCE OF INMATES

1. **COMPLIANCE WITH LAW:** BURNET warrants that it will comply with all federal and state laws and with the requirements of the Texas Commission on Jail Standards while housing HAYS inmates under this Agreement. Nothing herein will create any obligation upon BURNET to house HAYS inmates where the housing of said HAYS inmates will, in the opinion of BURNET Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the BURNET County 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 inmates housed at the facility. At any time that BURNET Sheriff determines that a condition exists at BURNET's facility necessitating the removal of HAYS inmates, or any specified number thereof, HAYS shall, upon notice by BURNET Sheriff to HAYS Sheriff, immediately remove said inmates from the facility. HAYS will make every effort to remove any inmate within eight (8) hours of notice from BURNET.
2. **PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE:** This is an Agreement for the confinement of inmates as described by 28 CFR 115.12. BURNET has adopted and complies with the standards of the Prison Rape Elimination Act. BURNET shall provide HAYS with access for contract monitoring as described in Section 115.12(b) to ensure that BURNET is complying with the PREA standards in the provision of services under this Agreement.
3. **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of HAYS eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with this Agreement and the state standards under both the Jail Commission approved custody assessment system in place at the HAYS jail and pursuant to the custody assessment system in place at BURNET's facility.
4. **CLASSIFICATION:** All inmates proposed by HAYS to be transferred to BURNET's facility under this Agreement must meet the eligibility requirement set forth above. BURNET reserves the right to review the inmate's 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 BURNET's facility, BURNET reserves the right to demand that HAYS remove that inmate and, if possible, replace said inmate with an appropriate inmate of HAYS.
5. **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** BURNET reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to BURNET facility, and HAYS shall cooperate with and provide information requested regarding any inmate by BURNET Sheriff. BURNET reserves the right to refuse acceptance of any inmate of HAYS. Likewise, if any HAYS inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to BURNET Sheriff makes the inmate unacceptable for continued incarceration in BURNET's facility in the opinion of BURNET Sheriff, HAYS will be requested to remove said inmate from BURNET's facility, and will do so, if reasonably possible, within eight (8) hours upon the request of BURNET Sheriff. Inmates may also be required to be removed from BURNET's facility when their classification changes for any purpose, including long-term medical segregation.
6. **INMATE SENTENCES:** BURNET will 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. BURNET will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of HAYS. It will be the responsibility of HAYS to notify BURNET of any discharge date for an inmate at least two (2) calendar days before such date unless notification was not reasonably possible. BURNET will release inmates of HAYS only when such release is specifically requested in writing by HAYS Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for BURNET to return inmates to the HAYS Jail shortly before the discharge date and for HAYS to discharge the inmate from the HAYS Jail. HAYS accepts all responsibility for the calculations and determinations set forth above and for

providing **BURNET** notice of the same, and to the extent allowed by law, shall indemnify and hold harmless **BURNET** from all liability or expenses of any kind arising there from. **HAYS** is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

7. **BONDING / RELEASE:** All inmates held for **HAYS** will be required to bond in **HAYS** County. **HAYS** County will then send **BURNET** a TTY stating that the inmate has been bonded and **HAYS** will transport back to their facility for release.

ARTICLE V **MISCELLANEOUS**

1. **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
2. **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: **BURNET COUNTY**
James Oakley, County Judge
220 S. Pierce St.
Burnet, Texas 78611

To: **HAYS COUNTY**
Ruben Becerra, County Judge
111 E. San Antonio St., Suite 300
San Marcos, TX 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.

3. **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioner's courts of the respective parties hereto.
4. **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. **REPRESENTATION:** Each party understands and agrees that each party, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of the other party.
6. **INDEPENDENT RELATIONSHIP:** Each party shall have and retain the exclusive right of control over its employees and contractors assigned to perform services under this Agreement in accordance with the applicable laws of the State of Texas. Neither party has the authority to bind nor otherwise obligate the other orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the parties.
7. **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
8. **LIABILITY:** This agreement is made for the express purpose of providing detention services, which

both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that required by law. Each party understands and agrees that it is responsible only for the acts, errors, or omissions of its employees and contractors. This Agreement in not intended to create any cause of action for the benefit of third parties.

9. **APPROVALS:** This Agreement must be approved by the governing bodies of both parties in accordance with the Texas Inter-Local Cooperation Act.

ARTICLE VI
EXECUTION

In Testimony and Witness of which this Agreement has been executed in duplicate originals as follows:

BURNET COUNTY, TEXAS:

JAMES OAKLEY, BURNET COUNTY JUDGE
DATE: _____

CALVIN BOYD, BURNET COUNTY SHERIFF
DATE: _____

HAYS COUNTY, TEXAS:

RUBEN BECERRA, HAYS COUNTY JUDGE
DATE: _____

GARY CUTLER, HAYS COUNTY SHERIFF
DATE: _____



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Authorize the County Judge to execute a Contract Amendment with Kyle Landscaping Services related to Cemetery Maintenance pursuant to IFB 2022-B04, adding Antioch Cemetery (\$140.00 per visit for the front and \$240.00 once per month for the back. **SMITH/BORCHERDING**

Summary

On March 22, 2022, the Commissioners Court approved a contract with Kyle Landscaping Service for Cemetery Maintenance as a result of formal solicitation IFB 2022-B04. The Transportation Department is requesting to add Antioch Cemetery to the contract at \$140.00 per visit for the front area and \$240.00 once per month for the 1.7 acres in the back area.

Budget Office Use Only:

Budget Amendment Required: Y/N?: No

Comments: Funds are available within the Building Maintenance operating budget.

Fiscal Impact

Amount Requested:

Line Item Number: 001-695-00.5491

Purchasing Guidelines Followed: Y/N?: Yes

New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:

Attachments

Amendment 1 to Contract IFB 2022-B04

First Amendment to the Cemetery Maintenance Contract (IFB 2022-B04 Cemetery Maintenance)

1. This First Amendment to the Cemetery Maintenance Contract (the "First Amendment"), attached as *Exhibit "A"* and executed March 22, 2022 (the "Agreement"), is made this 7th day of June 2022, by and between **Hays County, Texas ("Client")** and **Kyle Landscaping Services ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. The following location shall be added to the approved bid form:

a. Antioch Cemetery:

- \$140.00 per service
- \$240.00 once per month (1.7 acres back area)

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

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

KYLE LANDSCAPING SERVICES

By: Diego Rangel

Printed Name: Diego Rangel

Title: Owner

Dated: 6-2-2022

ATTEST: _____
Elaine Cardenas, Hays County Clerk



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Jones

Agenda Item

Discussion and possible action to authorize the County Judge to execute the 6th Letter Amendment for a time extension to a Professional Services Agreement (PSA) between Hays County and Lockwood, Andrews and Newman, Inc. executed on or about October 31, 2017 for Right of Way Service for Dacy Lane, Phase II from Amberwood Loop to Hillside Terrace, road widening and realignment project. **JONES/INGALSBE/BORCHERDING**

Summary

Letter Amendment #6 will extend the service until October 31, 2022. This will allow LAN to continue to coordinate and assist with the County Commissioner's and County Engineer's staff requests to assist the roadway contractor and utility company contractors concerning landowner issues and continue to resolve any landowner issues and complete acquisition of Construction Easements once roadway paving begins as requested by the design engineer, LJA, to facilitate the driveway reconstruction at those specific locations.

Attachments

Letter Amendment #6

SIXTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

This Sixth Amendment ("Amendment No. 6") to the **Professional Services Agreement dated October 31, 2017**, is made this ____ day of _____, 2022 by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Lockwood, Andrews & Newnam, Inc. (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section 4. Duration of the Agreement shall be amended to reflect:

The parties agree that the Work shall be completed by **October 31, 2022** (hereinafter referred to as the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to completion date. The County may grant such extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

EXCEPT FOR THE ABOVE MODIFICATIONS, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This Fifth Amendment to the Professional Services Agreement is hereby executed this the ____ day of _____, 2022, as is evidenced by the authorized signatures of the Parties, below.

LOCKWOOD, ANDREWS & NEWNAM, INC.
OR

HAYS COUNTY

PHIL MEADERS
VICE PRESIDENT

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____
ELAINE CARDENAS, MBA PhD
HAYS COUNTY CLERK



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding
Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the County Judge to execute an Advanced Funding Agreement with Lennar Homes of Texas Land and Construction LTD related to Phase I of Waterstone subdivision in Precinct 1, and amend the budget accordingly. **INGALSBE/BORCHERDING**

Summary

A Traffic Impact analysis identified \$187,900.00 as the developer's pro-rata share of the future road improvements identified in Exhibit A.

BUDGET OFFICER'S USE:

Budget Office Use Only:
Budget Amendment Required: Y/N?: N/A
Comments:

Fiscal Impact

Amount Requested:
Line Item Number:
Purchasing Guidelines Followed: Y/N?:
New Revenue: Y/N?:

AUDITOR'S USE ONLY:

Funds to be deposited in escrow account 020.2010_184 Waterstone Phase 1 Escrow.

Attachments

AFCA

ADVANCE FUNDING COMMITMENT AGREEMENT

This ADVANCED FUNDING COMMITMENT AGREEMENT ("Agreement") is made by and between **Lennar Homes of Texas Land and Construction LTD**, a Texas corporation, hereinafter called the "Developer", and Hays County, a political subdivision of the State of Texas, hereinafter called the "County".

WITNESSETH:

WHEREAS, the County wishes to enter into an Advance Funding Commitment Agreement with the Developer to facilitate the County's construction of (said Improvements referenced in the **Waterstone Phase I Traffic Impact Analysis dated March 8th, 2022**), Hays County, Texas ("Project"). The Project will include the improvements as shown on Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the County will enter into this Agreement simultaneous with Developer making a deposit of **\$187,900.00** into an escrow account, which represents all of the Developer's financial or other responsibility or contributions for the Project, and Developer will not be responsible for any other costs related to the Project; and

WHEREAS, upon completion of the Project, the County agrees to immediately and automatically accept dedication of the Project and maintain the Project improvements in accordance with its normal practices and standards for maintenance of County roadways and rights-of-way; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

AGREEMENT

Article 1. Effective Date

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed; the date of such last signatures the "Effective Date".

Article 2. Funding and Work Responsibilities

Developer shall contribute (**\$187,900.00**) into an escrow account set up by the County ("Developer's Contribution") within ten (10) business days after the Effective Date. Developer has no further financial or other responsibility for the Project regardless of whether the Project exceeds the anticipated Project costs. The Parties to this Agreement acknowledge and agree that Developer's Contribution is being made for the sole purpose of the construction and completion of the Project for public use and may not be used by the County for any other purpose. County will notify Developer, in writing, that the Project has been completed (the "Completion Notice") and County may draw from Developer's Contribution to pay costs of the Project.

Article 3. Notices

All notices to either party by the other required under this Agreement shall be delivered personally to sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law, addressed to such party at the following addresses:

Hays County:

Office of General Counsel
111 E. San Antonio, Suite 202
San Marcos, Texas 78666
ATTN: Mark Kennedy
Email: mark.kennedy@co.hays.tx.us

Lennar:

Lennar Homes of Texas Land and Construction Ltd.
Attn: Kevin Pape, VP of Land Development
Email: kevin.pape@lennar.com
13620 N FM 620, Bldg. B, Suite 150
Austin, TX 78717

With a copy to:

Lennar Homes of Texas Land and Construction Ltd.
Attn: Herman Randow, Regional Counsel
Email: herman.randow@lennar.com
1707 Market Place Boulevard, Suite 100
Irving, Texas 75063
Phone: (469) 587-5520

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 4. Entire Agreement.

This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

Article 5. Lawful Authority.

The execution and performance of this Agreement by the County and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Developer in accordance with its terms.

Article 6. Amendments.

No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 7. No Partnership.

It is understood and agreed between the Parties that the County, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 8. Construction.

The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term “will” is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

Article 9. Conflict with Applicable Law.

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Article 10. No Waiver.

No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Article 11. Public Information Act.

The County and the Developer are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

Article 12. Additional Documents.

The Developer and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Article 13. Compliance with Laws.

In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 14. Counterparts.

This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE

This Advanced Funding Commitment Agreement is hereby EXECUTED on this _____ day of _____, 2022.

COUNTY OF HAYS:

By: _____
Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas MBA PhD
Hays County Clerk

NAME OF DEVELOPER:

**LENNAR HOMES OF TEXAS LAND
AND CONSTRUCTION, LTD.,**
a Texas limited partnership

By: U.S. Home LLC, a Delaware limited
liability company (as successor-in-interest
by conversion from U.S. Home Corporation,
a Delaware corporation), its General Partner

By: 

Name: Kenneth Blaker

Title: Authorized Agent

Exhibit A

Description of the Project



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item

Discussion and possible action to authorize the County Judge to execute an Advanced Funding Commitment Agreement with the Valor Texas Education Foundation to facilitate construction of a left turn lane as part of the county's widening of Windy Hill Road in Precinct 1. **JONES/BORCHERDING**

Summary

A Traffic Impact Analysis identified the Valor school's pro-rata share of improvements at \$131,250.00. As part of the agreement, Hays County agrees to construct the improvements within five years.

BUDGET OFFICER'S USE:

Budget Office Use Only:

Budget Amendment Required: Y/N?: N/A

Comments:

Fiscal Impact

Amount Requested:

Line Item Number:

Purchasing Guidelines Followed: Y/N?:

New Revenue: Y/N?:

AUDITOR'S USE ONLY:

Funds to be deposited in escrow account 020.2010_185 Valor Tx Development Escrow

Attachments

AFCA

Exhibit A Waterstone

ADVANCE FUNDING COMMITMENT AGREEMENT

This **ADVANCED FUNDING COMMITMENT AGREEMENT** ("Agreement") is made by and between **VALOR TEXAS EDUCATION FOUNDATION**, a Texas non-profit corporation and open enrollment public charter school d/b/a Valor Public Schools, hereinafter called the "Developer", and Hays County, a political subdivision of the State of Texas, hereinafter called the "County".

WITNESSETH:

WHEREAS, the County wishes to enter into an Advance Funding Commitment Agreement with the Developer to facilitate the County's construction of a left turn lane in connection with the County's widening of Windy Hill Road, Kyle, Hays County, Texas ("Project"). The Project will include the improvements as shown on Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the County will enter into this Agreement simultaneous with Developer making a deposit of \$131,250.00 into an escrow account, which represents all of the Developer's financial or other responsibility or contributions for the Project, and Developer will not be responsible for any other costs related to the Project; and

WHEREAS, upon completion of the Project, the County agrees to immediately and automatically accept dedication of the Project and maintain the Project improvements in accordance with its normal practices and standards for maintenance of County roadways and rights-of-way; and

WHEREAS, if the Project is not complete within five (5) years of the Effective Date (as defined below) of this Agreement (the "Completion Time Period"), then the Parties to this Agreement acknowledge and agree that Developer's Contribution will be promptly returned to Developer (but in no event later than 5 days after the expiration of the Completion Time Period).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, Developer and the County do agree as follows:

AGREEMENT

Article 1. **Effective Date**

This Agreement becomes effective when signed by the last party whose signature makes the Agreement fully executed; the date of such last signatures the "Effective Date".

Article 2. **Funding and Work Responsibilities**

Developer shall contribute One Hundred Thirty-One Thousand Two Hundred Fifty and 00/100 Dollars (\$131,250.00) into an escrow account set up by the County ("Developer's Contribution") within ten (10) business days after the Effective Date. Developer has no further financial or other responsibility for the Project regardless of whether the Project exceeds the anticipated Project costs. The Parties to this Agreement acknowledge and agree that Developer's Contribution is being made for the sole purpose of the construction and completion of the Project for public access and may not be used by the County for any other purpose. County will notify Developer, in writing, that the Project has been completed (the "Completion Notice") and County may draw from Developer's Contribution to pay costs of the Project. Any funds remaining after completion of the Project will be returned to Developer within five (5) days of completion.

The Parties to this Agreement acknowledge and agree that the construction of the Project will impact Valor's school operations. Accordingly, the County agrees to notify Valor at least thirty (30) days prior to the start of the Project.

Article 3. Notices

All notices to either party by the other required under this Agreement shall be delivered personally to sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law, addressed to such party at the following addresses:

Hays County:

Office of General Counsel
111 E. San Antonio, Suite 202
San Marcos, Texas 78666
ATTN: Mark Kennedy
Email: mark.kennedy@co.hays.tx.us

Valor Texas Education Foundation:

Valor Texas Education Foundation
220 Foremost Drive
Austin, Texas 78745-7324.
Attention: Jesse Bates, Chief Operating Officer
Email: jbates@valorpublicschools.org

With a copy to:

Schulman, Lopez, Hoffer & Adelstein, LLP
Attention: Jason Adelstein
845 Proton Road
San Antonio, Texas 78258
Telephone: (210) 538-5385
Email Address: jadelstein@slh-law.com

All notices shall be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 4. Entire Agreement.

This Agreement represents the entire and integrated agreement between the County and the Developer and supersedes all prior negotiations, representations or arguments either written or oral.

Article 5. Lawful Authority.

The execution and performance of this Agreement by the County and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the Developer in accordance with its terms.

Article 6. Amendments.

No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

Article 7. No Partnership.

It is understood and agreed between the Parties that the County, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **NEITHER THE COUNTY NOR THE DEVELOPER ASSUMES ANY RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT.**

Article 8. Construction.

The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term “will” is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

Article 9. Conflict with Applicable Law.

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Article 10. No Waiver.

No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Article 11. Public Information Act.

The County and the Developer are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

Article 12. Additional Documents.

The Developer and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Article 13. Compliance with Laws.

In performing this Agreement, the Developer will comply with all local, state and federal laws.

Article 14. Counterparts.

This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE

This Advanced Funding Commitment Agreement is hereby EXECUTED on this ____ day of _____, 2022.

COUNTY OF HAYS:

By: _____
Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas MBA PhD
Hays County Clerk

VALOR TEXAS EDUCATION FOUNDATION
a Texas non-profit corporation d/b/a Valor Public Schools

By:  _____
Jesse Bates, Chief Operating Officer

Exhibit A

Description of the Project

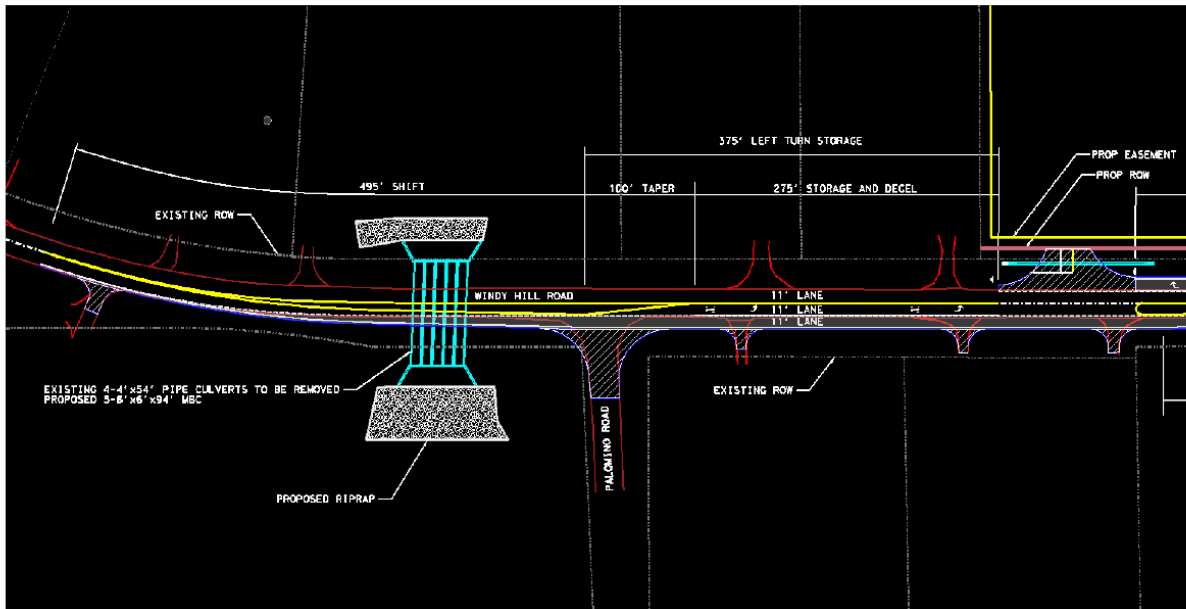


Exhibit A

Description of the Project

Table 22: Recommended Improvements

ID	Location	Improvement	Construction Subtotal	Developer's Pro Rata Share %	Developer's Construction Cost
Phase 1A (2025)					
101 & 102	RM 150 and I-35 Frontage Roads	Modify Signal Timings	\$5,000.00	100%	\$5,000.00
102*	RM 150 and I-35 NBFR	Add westbound channelized, yield controlled right-turn lane (235 feet) with acceleration lane (160 feet)	\$139,800.00	2%	\$2,800.00
		Restripe eastbound approach to have a left turn and two through lanes	\$5,000.00		\$100.00
104 & 105	Yarrington Rd and I-35 Frontage Roads	Modify Signal Timings	\$5,000.00	100%	\$5,000.00
106	RM 150 and Drue Drive (CR 203)	Add an eastbound right turn bay (510 feet)	\$170,800.00	20%	\$34,200.00
107	RM 150 and Heidenreich Lane (CR 152)	Install 4 approach traffic signal	\$250,000.00	19%	\$47,500.00
207	I-35 NBFR and Driveway 7 (Waterstone Blvd)	Add westbound channelized, yield controlled right-turn acceleration lane (275 feet) with taper (50 feet)***	+	N/A	+
		Add northbound deceleration lane (230 feet) with taper (100 feet)**	+	N/A	+
Total			\$575,600.00		\$94,600.00
Phase 1 (2028)					
101 & 102	RM 150 and I-35 Frontage Roads	Modify Signal Timings	\$5,000.00	100%	\$5,000.00
101	RM 150 and I-35 SBFR	Restripe southbound approach to include dual left turns and a shared through-right turn	\$5,000.00	12%	\$600.00
104 & 105	Yarrington Rd and I-35 Frontage Roads	Modify Signal Timings	\$5,000.00	100%	\$5,000.00
108	CR 158 and CR 203 (Drue Dr)	Add southbound left-turn bay (160 feet)	\$95,000.00	87%	\$82,700.00
Subtotal			\$110,000.00		\$93,300.00
Total			\$685,600.00		\$187,900.00
*It should be noted that the length of the turn bay and acceleration lane is limited by the driveway access. *** The length provided is the maximum constructable length, not the TxDOT recommended length. Additionally, this improvement is currently planned to be constructed by the developer. *** The implementation of this improvement is discussed in the Sensitivity Analysis section of the report +These improvements are currently under construction; therefore, are not included in the construction cost or pro-rata share cost					

Alliance Transportation Group, Inc. | 68



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding, P.E., Transportation Director
Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Buda relating to the County's Robert S. Light Boulevard roadway rehabilitation project between RM 967 and I-35 and amend the budget accordingly. **SMITH/BORCHARDING**

Summary

Hays County is developing roadway rehabilitation improvements to existing Robert S. Light Boulevard in cooperation with the Texas Department of Transportation (TxDOT). These rehabilitation improvements are part of the overall Robert S. Light Boulevard Turnback Program wherein portions of RM 967 and FM 2770 will be removed from the State Highway System for local ownership and maintenance, and existing Robert S. Light Boulevard and the extension which is currently under construction will be added to the State Highway System for State ownership and maintenance. Hays County and the City of Buda have coordinated on the development and cost of the roadway rehabilitation improvements and have agreed that each entity will be responsible for 50% of the design, construction and construction engineering and inspection (CEI) costs associated with the roadway rehabilitation improvements. The total costs are currently estimated to be \$1,425,000.00. Project development is moving forward and it is anticipated that Hays County will let the project for construction in Fall 2022. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and the City of Buda regarding development of the improvements and the cost-sharing agreement of the project development and construction costs.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: County portion of project was budgeted in the FY23 Transportation budget

Budget Amendment:

Increase Intergovernmental Revenue 020-710-00-625.4301 (\$712,500)

Increase Construction 020-710-00-625.5611_400 \$605,000

Increase Engineering 020-710-00-625.5621_400 \$107,500

Fiscal Impact

Amount Requested: \$712,500
Line Item Number: 020-710-00-625]
Purchasing Guidelines Followed: Y/N?: N/A
New Revenue Y/N?: Yes

AUDITOR'S USE ONLY:

Revenue Certified for G/L 020-710-00-625.4301

Attachments

ILA City of Buda Robert S. Light

**INTERLOCAL AGREEMENT FOR
ROBERT S. LIGHT BOULEVARD ROADWAY REHABILITATION**

This Interlocal Agreement for Roadway Rehabilitation ("Agreement") is hereby entered into by and between the City of Buda, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "City," and the County of Hays, a political subdivision of the State of Texas, hereinafter referred to as the "County."

**ARTICLE I.
RECITALS**

WHEREAS, County and City desire to provide a safe and well-maintained roadway system for the benefit of the public and future generations; and

WHEREAS, the County and the City desire to cooperate in the roadway rehabilitation of Robert S. Light Boulevard between RM 967 and I-35 within the County and City and as depicted in Exhibit A; and

WHEREAS, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the "Act") empowers the Parties to contract with each other in the performance of governmental functions; and

WHEREAS, street and roadway maintenance is a governmental function within the meaning of the Act; and

WHEREAS, the City and the County are "local governments" within the meaning of the Act; and

WHEREAS, the City and the County each itself has the authority under Texas law to perform street and roadway maintenance, as required by the Act; and

WHEREAS, specifically section 791.032 permits, with the approval of the governing body of a municipality, a county to enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality, including portions of the municipality's streets or alleys that are not an integral part of or a connecting link to other roads or highways; and

WHEREAS, section 251.012 of the Texas Transportation Code expressly allows a commissioners court of a county to spend county money to finance the construction, improvement, maintenance or repair of a street or alley; and further subsection (3) which includes curbs, gutters, bridges, or drainage facilities and (b) (3) permits that the county work may be done or financed by the county as an independent contractor with the municipality;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both the City and the County agree as follows:

**ARTICLE II.
REHABILITATION PROJECT COST PARTICIPATION BY CITY**

2.1 Term.

a. The Initial Term of this Agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter the "Effective Date"). Unless terminated earlier as provided herein, the Initial Term shall be one (1) year from the Effective Date .

b. This Agreement shall automatically renew for succeeding one-year Renewal Terms, commensurate with the City's corresponding fiscal year, unless terminated by either party as provided for in Article IV.

2.2 Current Funds.

Funding from the City for the performance of this Agreement will be provided from current revenues available to the City. Further, the City assures the County that funds are available (and, unless written notice is otherwise provided by the City, will continue to be available). The City will reimburse the County for fifty percent (50%) of the actual design costs associated with the rehabilitation project, currently estimated to be \$215,000.00, which will be funded by the County. The City will also reimburse the County for fifty percent (50%) of the actual construction costs associated with the rehabilitation project, currently estimated to be \$1,100,000.00, which will also be funded by the County. The City will also reimburse the County for fifty percent (50%) of the actual Construction, Engineering and Inspection (CEI) costs associated with the rehabilitation project, currently estimated to be \$110,000.00.

**ARTICLE III.
PAYMENT**

3.1 Payment.

Upon execution of this Interlocal Agreement, the County shall provide the City with an invoice for fifty percent (50%) of the actual design costs associated with the rehabilitation project. The City shall pay said invoice no later than thirty (30) days after receipt with appropriate documentation as may be required by the City. Upon issuance of a Notice to Proceed to the contractor for the Robert S. Light Boulevard rehabilitation project, the County shall provide the City with an invoice for fifty percent (50%) of the total construction costs, and fifty percent (50%) of the actual CEI costs. The City shall pay said invoice no later than

thirty (30) days after receipt with appropriate documentation as may be required by the City.

ARTICLE IV. TERMINATION

4.1 Termination.

This Agreement may be terminated by either party, for any reason whatsoever, by providing sixty (60) days' written notice to the non-terminating party. If, however, costs are incurred by the County on the Robert S. Light Boulevard rehabilitation project, then the City agrees to fulfill its pro rata share of its obligation herein. If the project described herein is discontinued or terminated for any reason and the City has made one or more payments pursuant to second 3.1 above, the County shall reimburse the City its proportionate share of those payments according to progress that has been made on the project.

ARTICLE V. MISCELLANEOUS

5.1. Notice.

Any notice required or permitted to be given by either party under the terms of this Agreement shall be deemed given, whether or not received, three (3) days after it is deposited in the United States mail, postage prepaid, certified mail with return receipt requested, to the address for notice set forth below, or the last address for notice which the sender has for the recipient at the time the notice is sent, with a copy sent on the same day by facsimile, or on the date the notice is delivered if hand delivered, with a written acknowledgment of receipt obtained.

Addresses for notice are as follows, unless expressly changed by the parties in writing:

- a. Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Micah Grau
Interim City Manager
405 E. Loop St, Bldg 100
Buda, Texas 78610

- b. Notices sent pursuant to this Agreement may be delivered or sent to the COUNTY at the following address:

Ruben Becerra (or his successors in office)
Hays County Judge
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666

- c. To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successors in office)
General Counsel – Hays County
111 East San Antonio Street, Suite 202
San Marcos, Texas 78666

- d. To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

Alan Bojorquez
City Attorney for the City of Buda, Texas
c/o Bojorquez Law Firm, PC
11675 Jollyville Rd, Ste 300
Austin, Texas 78759

5.2 Cooperation, Reservation of Rights.

The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with the City's and County's legal right to autonomously maintain and repair roads that have been identified as part of each entity's respective road system, particularly if the condition of said roads, in the Party's opinion, poses a safety or mobility concern.

5.3 Entire Agreement; Amendments.

This Agreement contains the entire agreement between the parties respecting the subject matter hereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the County Commissioners Court or the City Council.

5.4 Interpretation.

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

5.5 Severability.

Any clause, sentence, paragraph or article of this Agreement which is determined by a court

of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

5.6 Applicable Laws.

This Agreement shall be construed in accordance with the laws of the State of Texas.

5.7 Authorization.

Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body. This Agreement shall not become effective until approved by the City Council of the City and Hays County Commissioners Court and signed by both parties.

5.8 Defense Provision.

The Parties agree to each defend their respective employees, agents, officers and servants from and against any and all lawsuits, claims, demands and causes of action of any kind arising from any act, error or omission by the respective Party's employees, agents, officers and servants with respect to performance of each respective party's obligations under the term of this agreement. Any party receiving a lawsuit, claim, demand or cause of action subject to this provision of this Agreement shall provide each Party a copy of the lawsuit, claim, demand or cause of action and shall deliver it to the Texas Municipal League Intergovernmental Risk Pool and the Texas Association of Counties Risk Management Pool for defense and for the coordination of cooperative self-insurance benefits seeking the defense for all respective Parties. All defending Parties shall enter into a Joint Defense Agreement to defend any and all claims. In the event of a lawsuit, claim, demand or cause of action, raised it is determined not to be a covered claim by the respective Risk Pool or Risk Management Pool, the Party or Parties' whose employees, agents, officers and servants allegedly committed the act or omission that brought rise to the lawsuit, claim, demand or cause of action, shall reimburse all expenses, including, but not limited to, any deductibles paid to any Risk Pool or Risk Management Pool, and any other expenses paid by any other defending Party for attorney's fees, expert fees, administrative costs, costs of court and any damages awarded and paid by any defending Party to the agreement. Such payments are due on an annual basis at the end of each Fiscal Year the matter is pending and shall continue to be due on an annual basis until paid in full after the matter disposed of by final judgment or prejudicial dismissal. This provision survives termination of the Agreement if a claim is pending at the time of termination.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement not otherwise existing at law.

5.9 Duplicate original counterparts; other similar agreements distinct.

This Agreement may be executed in duplicate original copies by the parties. Similar agreements by and between the City or County and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City or County and the particular other County but does not create obligations or rights as between contracting entities.

5.10 Alternative Dispute Resolution.

It shall be a prerequisite to either party seeking legal or equitable relief for any disputes arising under or related to this Agreement that mediation be conducted. If they are unable to agree to a mediator and mediation process, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice and Remedies Code, section 154.023. Unless both parties are satisfied with the results of any such mediation, it will not constitute a final and binding resolution of the dispute; provided, however, that any mutually agreed settlement reached in such mediation may be enforced by any court of competent jurisdiction. All communications within the scope of the mediation are and shall be confidential as provided in said section 154.023 unless both parties agree in writing to waive confidentiality.

5.11 Non-waiver.

Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.

5.12 Interpretation and Reliance.

No presumption will apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

5.13 Signatories.

The Parties agree that, should one of the signatories to this Agreement be replaced by a subsequent office holder, the new office holder may join in this Agreement by signing as an additional Party. Such additions of Parties shall not require execution of this Agreement by the original signatories, as long as the substantive portions of the Agreement have not been amended or modified.

5.14 Modifications to Agreement.

The Parties may not modify this Agreement without executing a written amendment to this Agreement, which must be executed by all individuals holding relevant office at the time of such modification.

5.15 Assignment.

Neither Party shall assign or transfer the other Party's interest in this Agreement or any portion thereof without the written consent of the other Party's governing body.

EXECUTED THIS _____ day of _____, 2022.

HAYS COUNTY

By: _____

JUDGE RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST:

ELAINE CARDENAS, MBA PhD, HAYS COUNTY CLERK

EXECUTED THIS 17th day of May, 2022.

CITY OF BUDA

By: 

MICAH GRAU, INTERIM CITY MANAGER

ATTEST:


ALICIA RAMIREZ, CITY CLERK

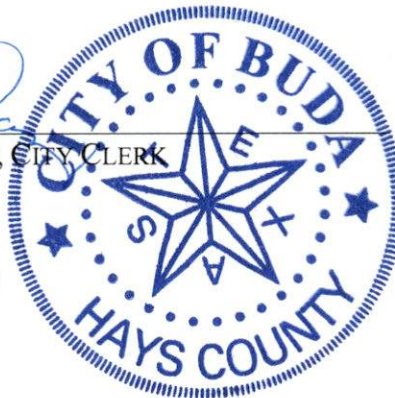


EXHIBIT A
ROBERT S. LIGHT BOULEVARD REHABILITATION
PROJECT LOCATION

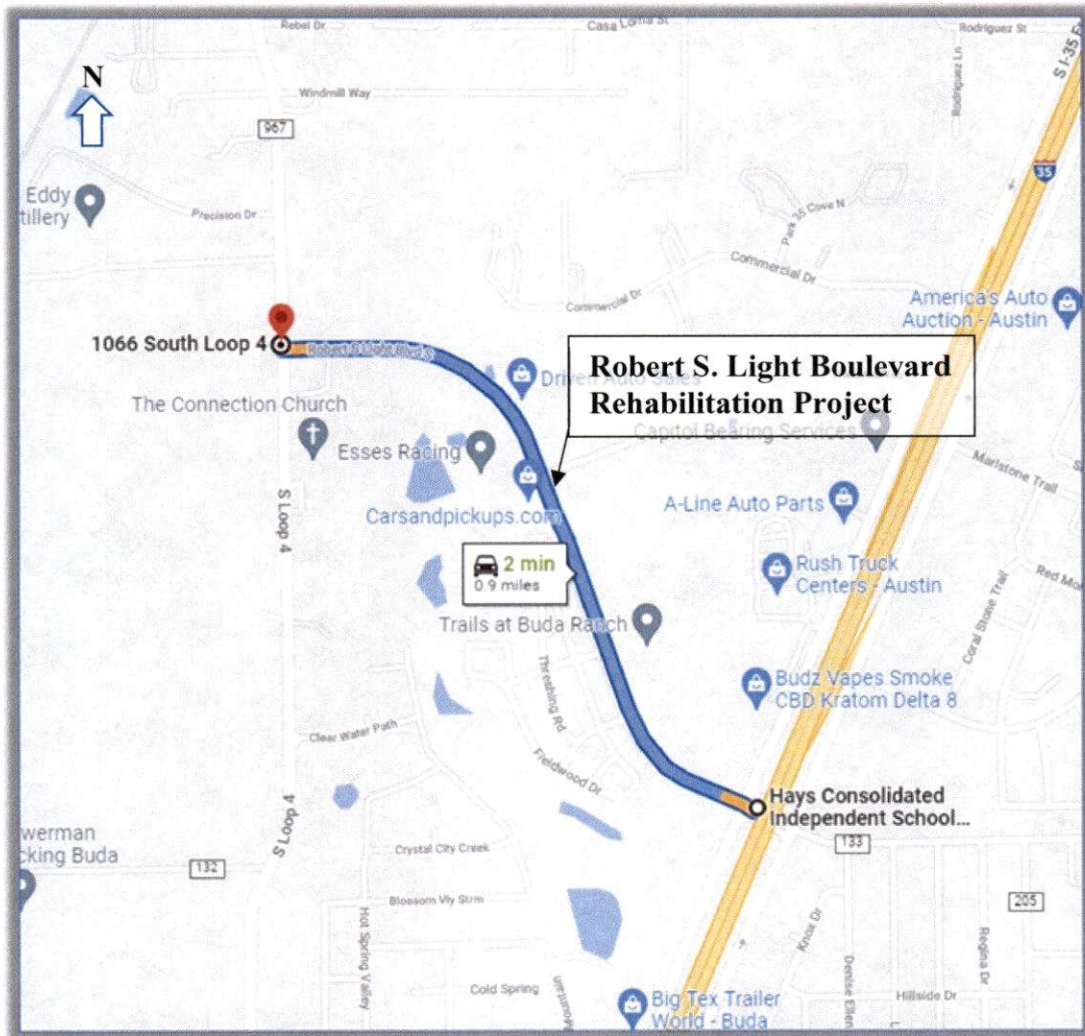


EXHIBIT B
ROBERT S. LIGHT BOULEVARD REHABILITATION
ESTIMATED COST SHARE PARTICIPATION

Project Cost	Total Estimated Cost	City of Buda Participation	Hays County Participation
Design	\$215,000.00	\$107,500.00	\$107,500.00
Construction	\$1,100,000.00	\$550,000.00	\$550,000.00
CEI	\$110,000.00	\$55,000.00	\$55,000.00
TOTAL	\$1,425,000.00	\$712,500.00	\$712,500.00



Hays County Commissioners Court

Requested By: Jerry Borcharding, P.E., Transportation Director
Sponsor: Commissioner Jones

Agenda Item

Discussion and possible action to approve a resolution requesting the Texas Department of Transportation (TxDOT) to initiate the process to remove a segment of existing FM 2001 from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance, and to add a segment of future FM 2001 to the State Highway System for State future ownership of the right-of-way and maintenance. **JONES/BORCHERDING**

Summary

As part of the development of the TxDOT-Hays County Partnership Program, Hays County and TxDOT agreed to several items of project development, funding and construction that would support the removal of portions of existing FM 2001 from the State Highway System and add segments of future FM 2001 to the State Highway System. These actions would occur as segments of future FM 2001 would be constructed as part of the FM 2001 Realignment project that is being developed by Hays County in cooperation with TxDOT and which would maintain a continuous FM 2001 facility. The first segment to be constructed, the FM 2001 West project from Sunbright Boulevard to existing FM 2001, is under construction and is anticipated to be complete in Fall 2022.

Based on those agreements between Hays County and TxDOT and the status of project development by Hays County and TxDOT, the following actions would be taken: removing existing FM 2001 from 0.74 miles south of the intersection with I-35 to 1.63 miles south of the intersection with I-35 from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance, and adding to the State Highway System from 0.11 miles south of the intersection with I-35 to 1.63 miles south of the intersection with I-35 for State future ownership of the right-of-way and maintenance.

Attachments

Resolution FM 2001 Turnback
FM 2001 Turnback Map Exhibit



A Resolution of the Hays County Commissioners Court
Requesting that the Texas Department of Transportation initiate the process
to remove existing FM 2001 from 0.74 miles south of the intersection with I-35 to
1.63 miles south of the intersection with I-35 (Segment 3 to 5) from the State Highway
System and convey to Hays County for future ownership of the right-of-way and maintenance,
and to add to the State Highway System from 0.11 miles south of the intersection with I-35 to
1.63 miles south of the intersection with I-35 (Segment 1 to 4) for State future ownership of the
right-of-way and maintenance.

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Hays County and the Texas Department of Transportation (TxDOT) entered into an Advance Funding Agreement on December 18, 2013 for the TxDOT-Hays County Partnership Program, which outlined funding, roles and responsibilities for several roadway improvements; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, Hays County has completed schematic development and the environmental clearance process for the realignment and expansion of FM 2001 from east of I-35 to east of SH 21; and

WHEREAS, as part of the TxDOT-Hays County Partnership Program, Hays County has funded and conducted project development for the realignment and expansion of FM 2001, including expanding the existing two-lane facility to a four-lane facility for which TxDOT has provided the construction funding and will manage construction for the FM 2001 West segment from Sunbright Boulevard to FM 2001 of the proposed improvements; and

WHEREAS, TxDOT has let for construction the FM 2001 West project which will realign a portion of FM 2001 from Sunfield Boulevard to existing FM 2001, and the project is currently under construction with an estimated completion date of Fall 2022; and

WHEREAS, as part of the negotiations of the TxDOT-Hays County Partnership Program, Hays County agreed to provide the project development for the FM 2001 realignment and expansion project and TxDOT agreed to remove portions of existing FM 2001 from the State Highway System and add portions of the realigned facility to the State Highway System;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby request that the Texas Department of Transportation (TxDOT) initiate the process to

- remove existing FM 2001 from 0.74 miles south of the intersection with I-35 to 1.63 miles south of the intersection with I-35 (Segment 3 to 5 on the accompanying exhibit) from the State Highway System and convey to Hays County for future ownership of the right-of-way and maintenance; and
- (b) That the Commissioners Court of Hays County does hereby request that TxDOT add to the State Highway System from 0.11 miles south of the intersection with I-35 to 1.63 miles south of the intersection with I-35 (Segment 1 to 4 on the accompanying exhibit) for State future ownership of the right-of-way and maintenance.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 2022.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

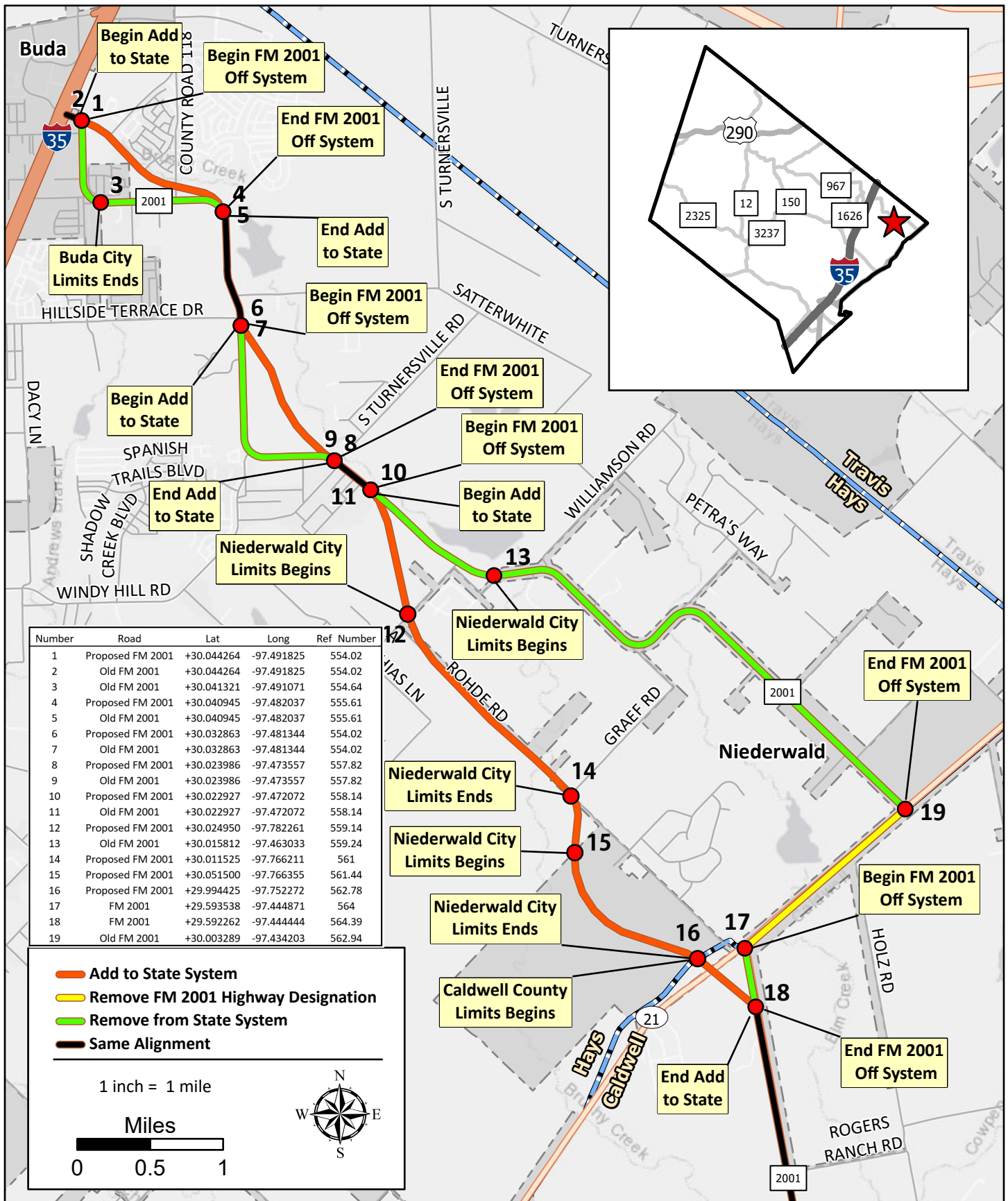
Mark Jones
Commissioner, Pct. 2

Lon Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H.Cárdenas MBA PhD
Hays County Clerk



ADDITION AND REMOVAL FROM STATE HIGHWAY SYSTEM

HAYS AND CALDWELL COUNTY

**Hays County Commissioners Court**

Requested By: Jerry Borcharding, P.E., Transportation Director
Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of San Marcos relating to the County's FM 621 Safety Improvements project and amend the budget accordingly. **INGALSBE/BORCHERDING**

Summary

Hays County is developing safety improvements to FM 621 between DeZavala Drive and Old Bastrop Highway (CR 266) as part of the County's 2016 Road Bond Program. The first phase, between DeZavala Drive and Picasso Drive, has been let for construction by the Texas Department of Transportation (TxDOT) and the second phase, the intersection improvements at CR 266, is anticipated to be let for construction by TxDOT this Summer. The project includes roadway and sidewalk improvements between DeZavala Drive and Hilltop Drive that have been requested by the City of San Marcos. These improvements will require the adjustment of one manhole lid, adjustment of three water valve covers, and construction of one concrete trench cap. These improvements and adjustments have been joint-bid with the construction of the FM 621 first phase improvements. The cost for these improvements and adjustments is \$269,366.00 and is based on awarded bid costs. Additionally, the County will acquire four utility easements necessitated by the CR 266 intersection improvements. The County will be responsible for the acquisition costs for three of the easements, and the City will be responsible for the costs for one of the easements. The County's estimated cost for the three easements is \$10,000.00; the City of San Marcos' estimated cost for the one easement is \$20,000.00. The Interlocal Agreement would memorialize the roles and responsibilities of Hays County and the City of San Marcos regarding the construction of roadway and sidewalk improvements and related utility adjustments requested by the City of San Marcos and the acquisition of the four utility easements.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes
Comments:

Budget Amendment:

Increase Intergovernmental Revenue 035-801-96-521.4301 - (\$289,366)
Increase Construction 035-801-96-521.5611_400 - \$269,366
Increase Right of Way 035-801-96-521.5632_400 - \$20,000

Fiscal Impact**Amount Requested:**

Line Item Number: 035-801-96-521]

Purchasing Guidelines Followed: Y/N?: N/A

New Revenue Y/N?: Yes

AUDITOR'S USE ONLY:

Revenue Certified for G/L 035-801-96-521.4301

Attachments

FM 621 Interlocal Agreement with City of San Marcos

INTERLOCAL AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF SAN MARCOS
RELATED TO THE FM 621 SAFETY IMPROVEMENTS PROJECT

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HAYS §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this _____ day of _____, 2022, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the City of San Marcos, a Texas home-rule municipality (the “**City**”) (collectively, the “**Parties**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County desires to rehabilitate FM 621 from 650 feet west of De Zavala Drive to 1,000 feet east of CR 266 (Old Bastrop Highway); and

WHEREAS, a portion of FM 621 lies within the city limits of San Marcos; and

WHEREAS, the County and the City desire to cooperate in the expeditious rehabilitation of FM 621 from 650 feet west of De Zavala Drive to 1,000 feet east of CR 266 (Old Bastrop Highway) (the “**Project**”);

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design and construction of the Project. The Project includes the construction of turn lane and shoulder improvements, at the approximate location shown on Exhibit A.

II. COUNTY OBLIGATIONS

2.01 Design Costs. The County shall be responsible for contracting with the firm of RPS Engineering (“Design Firm”) regarding the engineering and design costs for the Project. The Project Design Costs are estimated to be \$941,500.

2.02 Construction Costs. The County shall be responsible for all costs associated with the construction of the Project, with the exception of the construction costs related to the proposed improvements near the De Zavala Drive cross-street, which include the adjustment of one manhole lid, adjustment of three water valve covers, construction of one concrete trench cap, and construction of a sidewalk between De Zavala Drive and Hilltop Drive. These improvements are shown on Exhibit B. The costs for these improvements are \$269,366.00 and are based on awarded bid costs. Improvement costs with bid unit prices are shown on Exhibit C. The estimated total Project Construction Cost for the entire FM1 Project (Phase 1 and Phase 2) is \$5,593,003.0044.

2.03 Acquisition of Utility Easements. The Project dictates that certain utility easements to the City must be partially released to make way for the County’s expanded right-of-way. As a result, three new easements to replace such released portions of the City’s utility easements are needed. The County, therefore, shall be responsible for the acquisition, at the County’s sole expense, of three parcels at or around CR 266 (Old Bastrop Highway) to be utilized by the City as utility easements. The County shall dedicate the utility easements to the City. The total estimated acquisition costs (including appraisal and acquisition costs) for the 3 parcels is \$10,000.00. The 3 easements to be acquired are shown on Exhibit D. The County shall also be responsible for the acquisition of an additional easement at or around CR 266 (Old Bastrop Highway) to be utilized by the City as a utility easement. The County shall dedicate the utility easement to the City. The City will be responsible for the costs associated with this utility easement, estimated at \$20,000.00. The three utility easements to be acquired and paid for by the County are shown on Exhibit D. The utility easement to be acquired by the County and paid for by the City is shown on Exhibit E. Concurrent with the dedication of the easements to the City, the City will execute one or more releases of easement that release(s) the portions of the City’s easements that encroach into the County’s expanded right-of-way. The forms and timing of the execution and recording of all such instruments shall be subject to the mutual written approval of legal counsel for the County and the City.

2.04 Construction Plans. The County and the City will mutually approve the plans and specifications related to the Project. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

III. CITY OBLIGATIONS

3.01 Design Reimbursements. As stated above, the County shall contract with the Design Firm, and be responsible for the payment of all Design Firm invoices. Design costs for any changes requested by the City during construction shall be negotiated with the County and be addressed in an Amendment to this Interlocal Agreement, as appropriate.

3.02 Construction Reimbursements. As stated above, the County shall be responsible for all costs associated with the construction of the Project with the exception of the construction costs related to the proposed improvements near the De Zavala Drive cross-street, which include the adjustment of one manhole lid, adjustment of three water value covers, construction of one concrete trench cap, and construction of a sidewalk between De Zavala Drive and Hilltop Drive. Construction costs for these proposed improvements are \$269,366.00 and are shown on Exhibit C. Reimbursement for these costs will be made within 30 days after the City's receipt of an invoice from Hays County. Construction costs for any changes requested by the City during construction shall be negotiated with the County and be addressed in an Amendment to this Interlocal Agreement, as appropriate.

3.03 Utility Acquisition Reimbursement. As noted above, the County will acquire an additional easement that will be the cost responsibility of the City. The estimated costs associated with this additional easement are anticipated to be \$20,000.00. The additional easement to be acquired by the County is shown on Exhibit E. Reimbursement by the City for the cost of this additional easement will be made within 30 days after the City's receipt of an invoice from the County.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure

conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the acceptance of the project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If City fails to pay for Services under this Agreement and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the map attached hereto as Exhibit A.

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: 630 East Hopkins
San Marcos TX, 78666
Attn: Shaun Condor
Telephone: (512) 393-8134
Facsimile: N/A
Email: scondor@sanmarcostx.gov

COUNTY: Hays County Dept. of Transportation
2171 Yarrington Road
San Marcos, Texas 78666
Attn: Jerry Borcharding, P.E.
Telephone: (512) 393-7385
Facsimile: (512) 393-7393

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.14 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

HAYS COUNTY

By: _____
Ruben Becerra, County Judge

Date: _____

ATTEST:

By: _____
Elaine H. Cárdenas, MBA, PhD
County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Ruben Becerra, County Judge of Hays County, Texas, on behalf of said County.

Notary Public, State of Texas

CITY OF SAN MARCOS, TEXAS

By: _____
Stephanie Reyes, Interim City Manager

Date: _____

ATTEST:

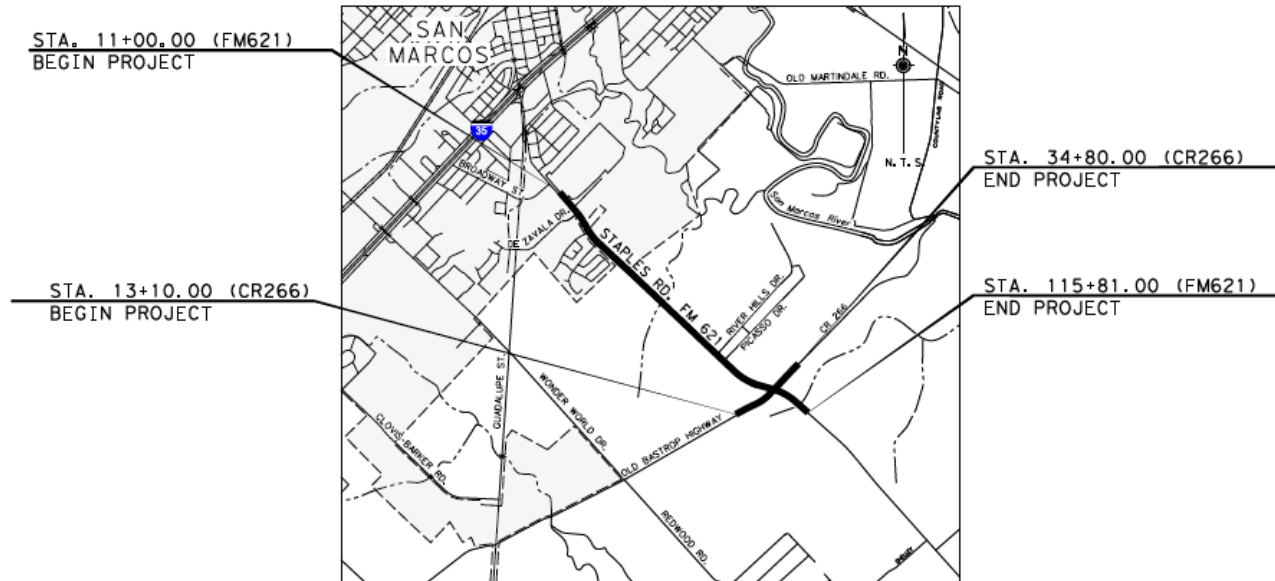
By: _____
Tammy K. Cook, City Clerk

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Stephanie Reyes, Interim City Manager of the City of San Marcos, a Texas home-rule city, in such capacity, on behalf of said city.

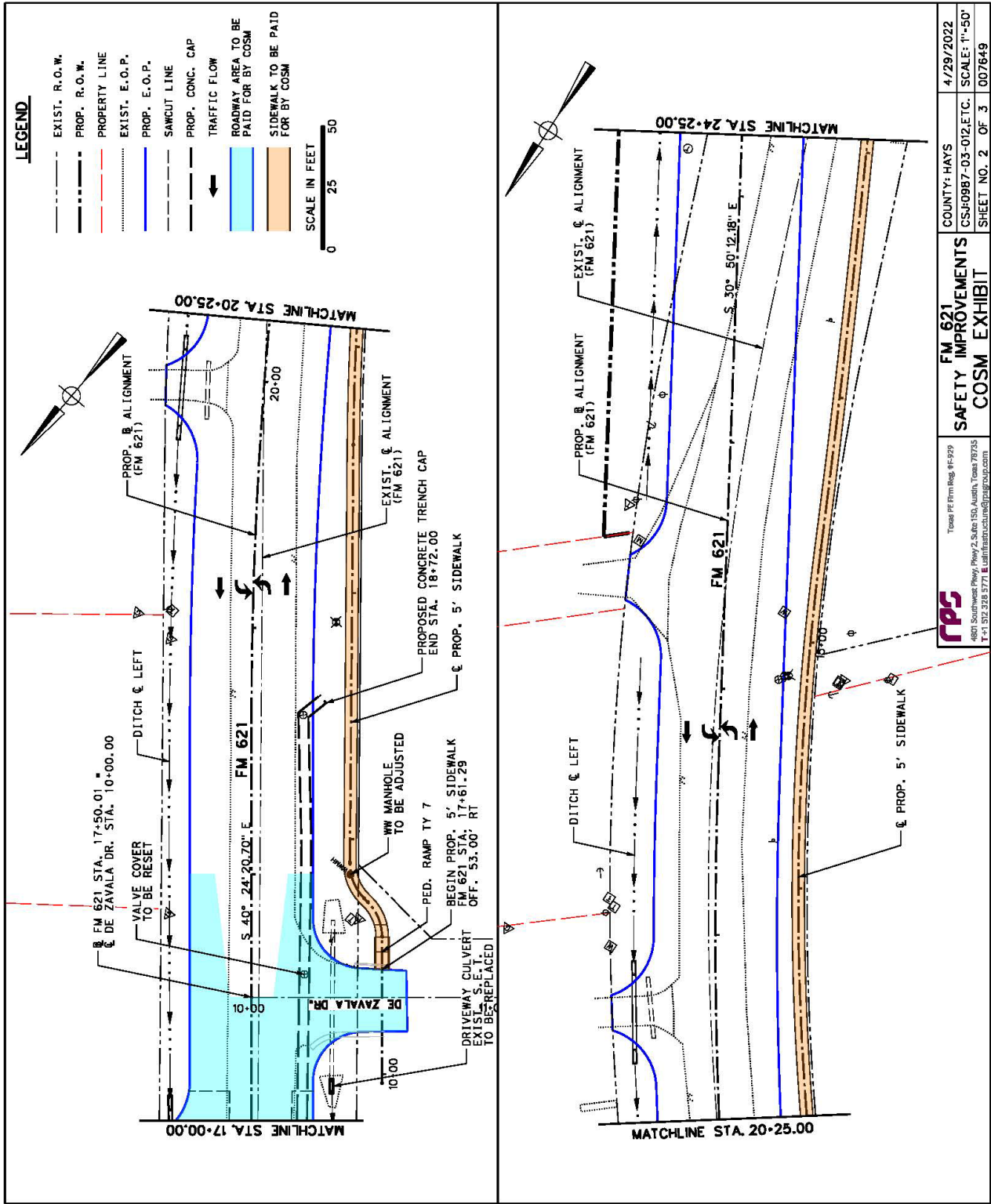
Notary Public, State of Texas

EXHIBIT A PROJECT LOCATION



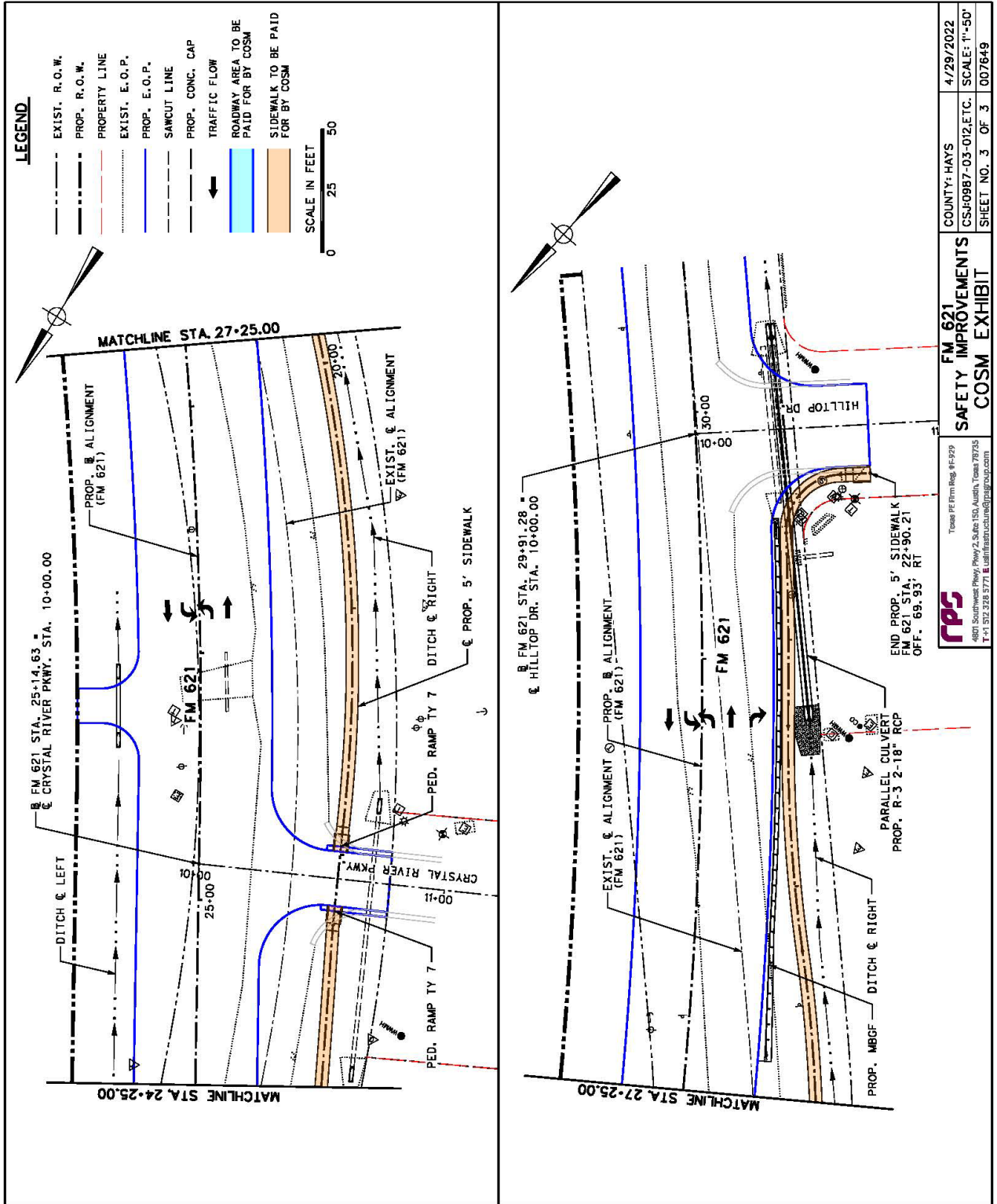
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	COUNTY: HAYS		4/29/2022
	FM 621 SAFETY IMPROVEMENTS		CSJ0987-03-012.ETC. SCALE: 1"=50'
	COSM EXHIBIT		SHEET NO. 2 OF 3 007649

4/29/2022 9:48:15 AM c:\pwworkingdir\rpsgrp\pw-bentley.com-rpsgrp\pw-d\new user\dms07581\COSM_SDWLK Exhibit.02.dgn



4/29/2022 9:46:14 AM
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EXHIBIT C
IMPROVEMENTS NEAR DE ZAVALA DRIVE
CONSTRUCTION COST

HAYS COUNTY
FM 621 SAFETY IMPROVEMENTS
PRELIMINARY CONSTRUCTION COST ESTIMATE

From 650' west of De Zavala Dr. to
De Zavala Dr.
Project Length = 550 LF (0.104 MI)



FOR REVIEW ONLY
DO NOT USE FOR PERMITTING, BIDDING, OR
CONSTRUCTION.

10/14/2021

ITEM NO.	DESC. CODE	DESCRIPTION	ENGLISH UNIT	PRICE PER UNIT	CITY ESTIMATED QUANTITY	TOTAL AMOUNT
REMOVAL ITEMS						
100	6002	PREPARING ROW	STA	\$739.26	6	\$4,435.56
104	6009	REMOVING CONC (RIPRAP)	SY	\$9.99	10	\$99.90
104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	\$6.66	40	\$266.40
105	6030	REMOVING STAB BASE & ASPH PAV (8"-14")	SY	\$5.87	850	\$4,989.50
496	6050	REMOV STR (DRIVEWAY CULVERT)	EA	\$0.01	3	\$0.03
				Removal Subtotal		\$9,791
ROADWAY ITEMS						
110	6001	EXCAVATION (ROADWAY)	CY	\$14.55	458	\$6,663.90
132	6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	\$14.55	221	\$3,215.55
247	6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	\$37.80	381	\$14,386.17
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	\$210.00	30	\$6,300.00
260	6009	LIME TRT (EXST MATL)(10")	SY	\$2.28	1,348	\$3,073.44
351	6004	FLEXIBLE PAVEMENT STRUCTURE REPAIR(8")	SY	\$43.38	130	\$5,639.40
420	6029	CLC CONC (CAP)	CY	\$1,097.12	14	\$15,359.68
531	6002	CONC SIDEWALKS (5")	SY	\$49.59	653	\$32,357.48
531	6008	CURB RAMPS (TY 5)	EA	\$1,820.13	1	\$1,820.13
531	6010	CURB RAMPS (TY 7)	EA	\$1,820.13	3	\$5,460.39
540	6001	MTL W-BEAM GD FEN (TIM POST)	LF	\$28.20	210	\$5,922.00
544	6006	GDRAIL END TRT(INST)(WOOD POST)(TY III)	EA	\$3,188.00	2	\$6,376.00
3076	6001	D-GR HMA TY-B PG64-22	TON	\$66.54	319	\$21,226.26
3076	6013	D-GR HMA TY-B PG64-22 (LEVEL-UP)	TON	\$71.79	32	\$2,297.28
3076	6048	D-GR HMA TY-D PG76-22	TON	\$75.99	349	\$26,520.51
3085	6001	UNDERSEAL COURSE	GAL	\$3.38	270	\$912.60
5007	6036	ADJUST OF WTR VLVE COVRS AND VLVE STCKS	EA	\$1,200.00	3	\$3,600.00
5007	6039	ADJUSTMENT OF WASTEWATER MANHOLES	EA	\$2,000.00	1	\$2,000.00
				Roadway Subtotal		\$163,131
Traffic Control						
508	6001	CONSTRUCTING DETOURS	SY	\$41.52	173	\$7,182.96
512	6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	\$20.00	300	\$6,000.00
512	6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	\$20.00	80	\$1,600.00
512	6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	\$10.00	260	\$2,600.00
512	6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	\$12.00	80	\$960.00
512	6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	\$8.00	300	\$2,400.00
512	6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	\$8.00	80	\$640.00
662	6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	0.15	\$0.20	3,085	\$617.00
662	6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	0.15	\$0.20	4,186	\$837.20
						\$22,837.16

DRAINAGE ITEMS						
464	6003	RC PIPE (CL III)(18 IN)	LF	\$65.88	98	\$6,456.24
467	6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	\$1,097.12	1	\$1,097.12
					Drainage Subtotal	\$7,553
SIGNING AND PAVEMENT MARKINGS						
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	\$7.50	37	\$277.50
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	\$75.00	2	\$150.00
666	6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	\$4.00	52	\$208.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.11	871	\$95.81
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	\$2.50	37	\$92.50
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	\$40.00	2	\$80.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.07	1,644	\$115.08
666	6303	REFL PAV MRK TY I (W)4"(SLD)(100MIL)	LF	\$0.35	871	\$304.85
666	6315	REFL PAV MRK TY I (Y) 4"(SLD)(100ML)	LF	\$0.37	1,644	\$608.28
672	6009	REFL PAV MRKR TY II-A-A	EA	\$3.00	60	\$180.00
					Signing, Pavement Markings and Signals Subtotal	\$2,112
SW3P						
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	\$1.00	1,634	\$1,634.00
164	6023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	\$0.40	1,634	\$653.60
164	6071	BROADCAST SEED (TEMP)(WARM OR COOL)	SY	\$0.16	1,634	\$261.44
166	6002	FERTILIZER	TON	\$1,661.42	0.2	\$332.28
168	6001	VEGETATIVE WATERING	MG	\$19.98	130	\$2,597.40
169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	\$0.98	1,634	\$1,601.32
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$2.14	1,234	\$2,640.76
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$0.46	1,234	\$567.64
					SW3P Subtotal	\$10,288
					Construction Sub-Total	\$215,713
500	2001	MOBILIZATION (10% BID PRICE)	LS	\$290,291.74	0	\$ 29,029.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING (10%)	MO	\$5,087.88	6	\$ 3,053.00
		CONTINGENCIES (10% OF ALL ITEMS EXCLUDING MOBILIZATION)	LS	1		\$ 21,571.00
					CITY TOTAL	\$ 269,366

EXHIBIT D UTILITY EASEMENTS TO BE ACQUIRED AND PAID BY COUNTY

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.018 ACRES (APPROXIMATELY 767 SQ. FT.) IN THE JOHN MCGUIRE SURVEY, ABSTRACT NO. 320, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 119.988 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 19040023 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S34°23'31"W	36.53'
L2	S41°07'04"W	71.76'



1" = 60'



Paul J. Flugel
10-27-2021

40' PIPELINE
EASEMENT
GBRA
(9910639)

OLD BASTROP ROAD/C.R. 266
(PUBLIC R.O.W. VARIES)

30'
WATER/WASTEWATER
EASEMENT
CITY OF SAN MARCOS
(9910639)

HK BAUGH RANCH, LLC
(119.988 ACRES)
(19040023)

**WATER LINE
EASEMENT
0.018 ACRES
APPROX. 767 SQ. FT.**

P.O.C.
C2
P.O.B.
C1
STAPLES ROAD/F.M. 621
(80' PUBLIC R.O.W.)

LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- △ CALCULATED POINT
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	DISTANCE
C1	994.93'	0°41'25"	11.98'	N69°54'34"W	11.98'
C2	994.93'	3°03'07"	53.00'	S71°46'50"E	52.99'

DATE OF SURVEY: 07/06/20
PLOT DATE: 10/25/21
DRAWING NO.: 425-011-WLE13-COSM
PROJECT NO.: 425-011
T.B.P.E.L.S. FIRM NO. 10124500
DRAWN BY: PAQ
SHEET 1 OF 1

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION 425-011-WLE12-GBRA

Chaparral

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.044 ACRES (APPROXIMATELY 1,899 SQ. FT.) IN THE JESSE W. WILSON SURVEY, ABSTRACT NO. 481, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 267.339 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 20011114 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	1535.00'	9°42'51"	260.26'	S51°34'11"W	259.95'

LEGEND

- 1/2" REBAR WITH "GBRA" CAP FOUND
- △ CALCULATED POINT
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

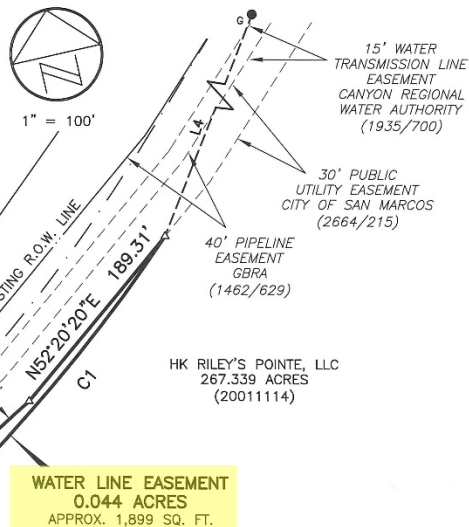


Paul J. Flugel
10-28-2021

DATE OF SURVEY: 07/06/20
PLOT DATE: 10/28/21
DRAWING NO.: 425-011-WLE9-COSM
PROJECT NO.: 425-011
T.B.P.E.L.S. FIRM NO. 10124500
DRAWN BY: PAQ
SHEET 1 OF 1

BENCHMARK
ACQUISITIONS, LLC
182.447 ACRES
(20011204)

Chaparral



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N60°41'28"E	89.33'
L2	N84°50'50"W	24.23'
L3	S36°44'29"E	70.59'
L4	N34°22'32"E	325.59'
L5	N60°41'28"E	92.13'

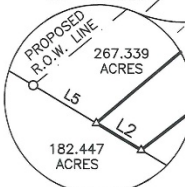
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
425-011-WLE9-COSM

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.034 ACRES (APPROXIMATELY 1,467 SQ. FT.) IN THE JESSE W. WILSON SURVEY, ABSTRACT NO. 481, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 267.339 ACRE TRACT DESCRIBED IN A DEED OF RECORD IN DOCUMENT NO. 20011114 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



DETAIL A
NOT TO SCALE

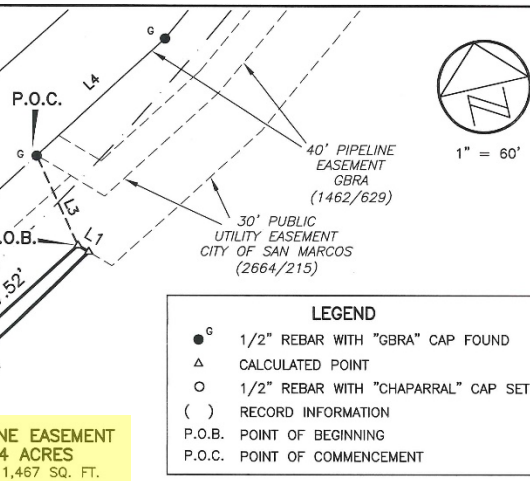


DATE OF SURVEY: 07/06/20
PLOT DATE: 02/07/22
DRAWING NO.: 425-011-WLE16-COSM
PROJECT NO.: 425-011
T.B.P.E.L.S. FIRM NO. 10124500
DRAWN BY: PAQ
SHEET 1 OF 1

BENCHMARK
ACQUISITIONS, LLC
182.447 ACRES
(20011204)

Paul J. Flugel
2-7-2022

Chaparral



- #### LEGEND
- 1/2" REBAR WITH "GBRA" CAP FOUND
 - △ CALCULATED POINT
 - 1/2" REBAR WITH "CHAPARRAL" CAP SET
 - () RECORD INFORMATION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT

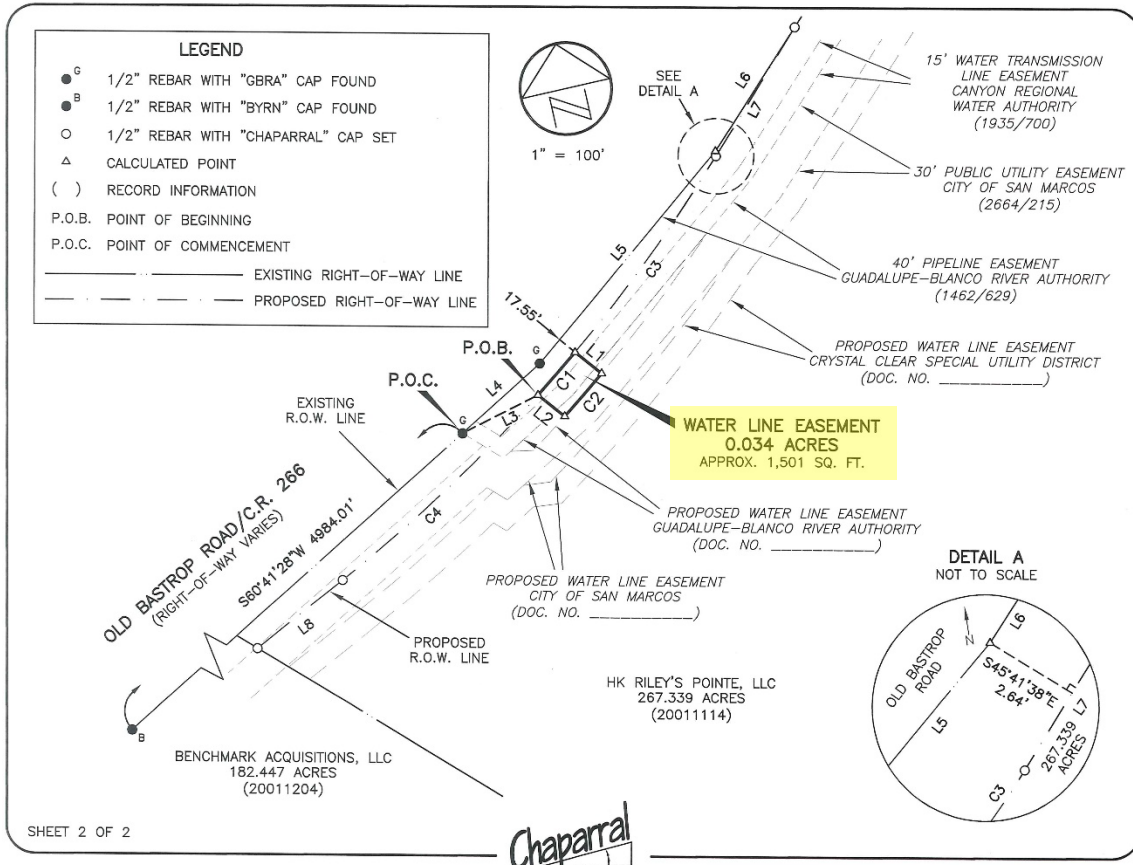
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S46°10'02"E	6.62'
L2	N46°17'09"W	1.58'
L3	S11°33'52"E	52.44'
L4	N60°41'28"E	92.13'
L5	N46°17'09"W	30.37'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	1505.00'	5°50'39"	153.51'	S60°54'38"W	153.44'

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS DESCRIPTION
425-011-WLE16-COSM

EXHIBIT E UTILITY EASEMENT TO BE ACQUIRED BY COUNTY AND PAID BY CITY





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding
Sponsor: Commissioner Ingalsbe

Agenda Item

Hold a public hearing with possible action to establish a 3-way stop location on Goforth Rd at the intersection with Foster Place, per a recent traffic study. **INGALSBE/BORCHERDING**

Summary

In response to the results of a recent traffic study, there is a need to establish a 3-way stop location on Goforth Road at the intersection with Foster Place.

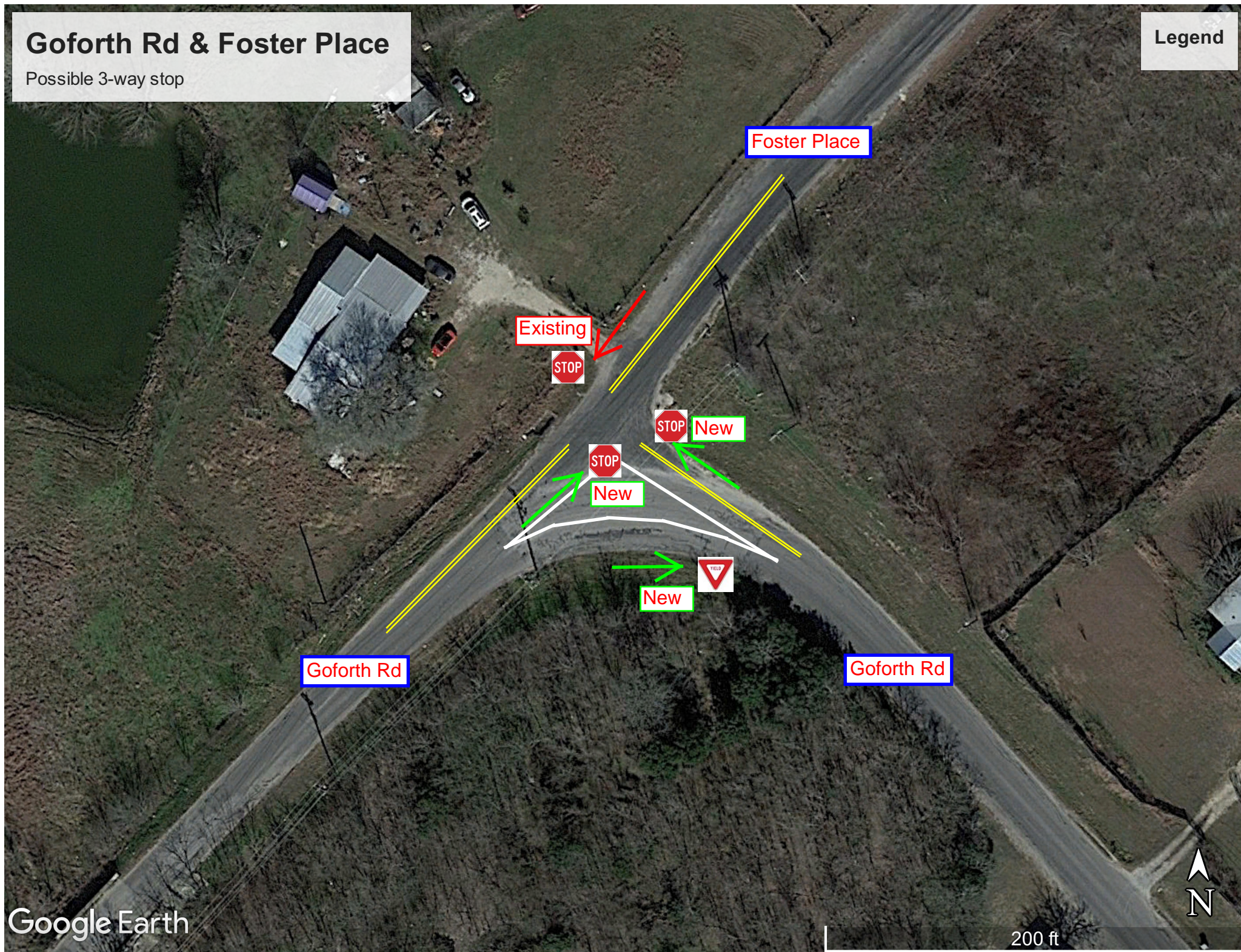
Attachments

Goforth Rd & Foster Place map

Goforth Rd & Foster Place

Possible 3-way stop

Legend





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item

Discussion and possible action to accept the maintenance bond rider extension from DNT Construction until December 12, 2022: Turnersville Road & Campo Del Sol Parkway Extension project, Maintenance bond #PB03016800230M in the amount of \$121,243.00. **JONES/BORCHERDING**

Summary

The completion of construction of the roads and drainage improvements within the County ROW for the Turnersville Road & Campo Del Sol Parkway Extension project has been delayed and the contractor is requesting more time to complete. This bond extends the life of the maintenance bond until December 12, 2022.

Attachments

Copy of maintenance bond (extension)

Philadelphia Indemnity Insurance Company

Endorsement (Rider)

Turnersville Rd + Campo Del Sol Parkway Exp.

It is hereby understood and agreed that Bond No.: PB03016800230M

Principal: DNT Construction, LLC

Obligee: Hays County, TX

In that the Surety is changing this bond effective December 12, 2021
in the following manner:

The Maintenance Bond expiration date is being extended to the date of: December 12, 2022

\$ 121,243.00

All terms and conditions of said bond, except as above changed, to remain the same.

Signed and sealed this 13th day of May, 2022.

Philadelphia Indemnity Insurance Company
Surety

Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



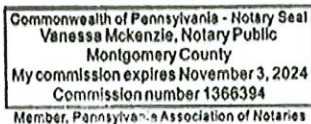
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of May, 2022.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





Hays County Commissioners Court

Requested By:

Sponsor:

Agenda Item

Discussion and possible action to accept the Irrevocable Standby Letter of Credit No. 55110289 for street and drainage improvements for the Mansions of Buda subdivision project in the amount of \$1,202,038.38. **JONES/BORCHERDING**

Summary

The final plat for the Mansions of Buda Subdivision has been reviewed under the interlocal cooperation agreement with the City of Kyle 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.

Budget Office Use Only:

Budget Amendment Required: Y/N?: N/A

Comments:

Attachments

Mansions of Buda Subd - ILOC
Mansions of Buda Subd - Plat 2-21-2022
Mansions of Buda Subd - Location Map



1900 5TH AVE NORTH, UPPER LOBBY, BIRMINGHAM, AL 35203.
S.W.I.F.T. UPNBUS44XXX
PHONE (866)828-6928 FAX (205)264-0801

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 55110289

ISSUE DATE: 05/19/2022

DATE AND PLACE OF EXPIRY: 05/19/2023, BIRMINGHAM AL

LETTER OF CREDIT AMOUNT: USD \$1,202,038.38

BENEFICIARY:

HAYS COUNTY
111 EAST SAN ANTONIO STREET
SUITE 300
SAN MARCOS, TX 78666

APPLICANT:

4000 DACY LANE INVESTMENTS, LLC
2505 STATE HWY 360, SUITE 800
GRAND PRAIRIE, TX 75050

RE: MANSIONS OF BUDA CONSTRUCTION PROJECT

GENTLEMEN:

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO 55110289 WHICH IS AVAILABLE WITH REGIONS BANK LOCATED AT 1900 5TH AVENUE NORTH, UPPER LOBBY, BIRMINGHAM, AL 35203, ATTENTION: GLOBAL TRADE SERVICES BY PAYMENT AGAINST PRESENTATION OF THE ORIGINAL LETTER OF CREDIT, ORIGINAL AMENDMENT(S) IF APPLICABLE AND YOUR SIGHT DRAFT DRAWN ON REGIONS BANK AND ACCOMPANIED BY THE FOLLOWING DOCUMENT:

ORIGINAL OF BENEFICIARY'S STATEMENT ON THE COMPANY'S LETTERHEAD AND SIGNED BY THE COUNTY JUDGE CERTIFYING THAT:

QUOTE

APPLICANT FAILED TO COMPLETE THE IMPROVEMENT(S) IN THE SUBDIVISION AND THE DRAWING AMOUNT REPRESENTS THE AMOUNT NECESSARY FOR COMPLETION OF ALL OR PART OF THE SUBDIVISION IMPROVEMENTS TO THE COUNTY'S STANDARDS.

UNQUOTE

DRAFT(S) MUST BE MARKED DRAWN UNDER REGIONS BANK STANDBY LETTER OF CREDIT NUMBER 55110289 DATED 05/19/2022.

THIS LETTER OF CREDIT WILL EXPIRE ON 05/19/2023 BUT WILL AUTOMATICALLY EXTEND WITHOUT AMENDMENT FOR AN ADDITIONAL ONE YEAR PERIOD FROM THE EXPIRATION DATE, OR ANY FUTURE EXPIRATION DATE UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRATION DATE WE NOTIFY YOU BY OVERNIGHT COURIER AT THE ABOVE ADDRESS, THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED.



Our reference Number: 55110289

Page: 2

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98) WHICH WAS EFFECTIVE JANUARY 1, 1999.

SINCERELY,


AUTHORIZED SIGNATURE

FINAL PLAT
OF
MANSIONS OF BUDA

A 67.29 ACRE TRACT OF LAND SITUATED IN THE JESSE B. EAVES SURVEY No. 5,
ABSTRACT 166, SECTION NUMBER 5, RECORDED IN VOLUME 1942, PAGE 763, OF THE
OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION OF

A 67.29 ACRE (2,931.033 SQUARE FEET) TRACT OF LAND SITUATED IN THE JESSE B. EAVES SURVEY, ABSTRACT 166, SECTION NUMBER 5, AND BEING OUT OF A 68.96 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN VOLUME 1942, PAGE 763, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 67.29 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "CHAPARREL" FOUND MARKING THE NORTHEASTERLY CORNER OF A 1.667 ACRE TRACT OF LAND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 17024999, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS;

THENCE N 88° 16' 51" E A DISTANCE OF 2910.77 FEET TO A 1/2-INCH IRON ROD FOUND ON THE WESTERLY BOUNDARY LINE OF A 163.935 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 19016058, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS AND MARKING THE SOUTHEASTERLY CORNER OF LOT 12, COUNTY RIDGE SUBDIVISION, ACCORDING TO PLAT RECORDED IN VOLUME 3, PAGE 273-274, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS;

THENCE S 02° 00' 35" E A DISTANCE OF 1007.72 FEET, ALONG THE WESTERLY BOUNDARY LINE OF SAID 163.935 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND;

THENCE S 88° 23' 07" W A DISTANCE OF 2920.02 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "CHAPARREL" FOUND, MARKING THE SOUTHEASTERLY CORNER OF SAID 1.667 ACRE TRACT;

THENCE N 01° 47' 41" W A DISTANCE OF 262.14 FEET, ALONG THE EASTERLY BOUNDARY LINE OF SAID 1.667 ACRE TRACT, TO A 1/2-INCH IRON ROD WITH CAP STAMPED "CHAPARREL" FOUND AT A POINT OF CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING THE FOLLOWING PARAMETERS: RADIUS = 22862.31 FEET, ARC LENGTH = 187.29 FEET, CHORD BEARING = N 01° 32' 31" W AND A CHORD DISTANCE OF 187.29 FEET, TO A 1/2-INCH IRON ROD WITH CAP STAMPED "CHAPARREL" FOUND;

THENCE N 01° 18' 50" W A DISTANCE OF 552.97 FEET, CONTINUING ALONG THE EASTERLY BOUNDARY LINE OF SAID 1.667 ACRE TRACT, TO THE POINT OF BEGINNING AND CONTAINING 67.27 ACRES MORE OR LESS AS SURVEYED BY MACINA, BOSE, COPELAND, AND ASSOCIATES, INC.

FINAL PLAT NOTES:

- THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
- THIS PLAT IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0290 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
- STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- LINEAR FOOTAGE OF STREET IMPROVEMENTS: ±3006 -L-F.
- THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
- AREA WITHIN NEW ROAD RIGHT-OF-WAY = 4.140 ACRES.
- ALL STREETS TO BE PAVED, PUBLIC AND MAINTAINED BY THE COUNTY.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- TYPICAL LANDSCAPE MAINTENANCE. CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
- THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF KYLE, TEXAS.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- WASTEWATER SERVICE IS PROVIDED BY WINDY HILL UTILITY CO.
- WATER IS PROVIDED BY GOFORTH SPECIAL UTILITY DISTRICT.
- THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #2 AND #8.
- IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
- PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DISK MARKED "MBC ENGINEERS" UNLESS NOTED OTHERWISE.
- PROJECT WITHIN THE PLUM CREEK WATERSHED.
- A FIFTEEN (15) FOOT PUE IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW, A FIVE (5) FOOT PUE IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE AND A TEN (10) FOOT PUE IS HEREBY DEDICATED ADJACENT TO ALL REAR LOT LINES ON ALL LOTS.
- SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF SUFFIELD DR.. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED. WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED.
- ALL EASEMENTS, DETENTION PONDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATION.
- POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE 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.
- 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 ROW.

SURVEYOR NOTES:

- BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
- THE COORDINATES AND DISTANCES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.0001131398 TO ADJUST TO SURFACE.
- THE ELEVATIONS FOR THIS SURVEY ARE BASED ON NAVD 88 (GEOID12B).

THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, 4000 DACY LANE INVESTMENTS, LLC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 2505 NORTH STATE HIGHWAY 360, GRAND PRAIRE TEXAS, AS CONVEYED TO IT BY DEED DATED DECEMBER 29, 2020, RECORDED IN VOLUME 1942, PAGE 763, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 67.29 ACRES OF LAND OUT OF THE JESSE B. EAVES SURVEY, ABSTRACT 166, SECTION No. 5, TO BE KNOWN AS:

MANSIONS OF BUDA

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.

4000 DACY LANE INVESTMENTS. LLC
BY: MATHEW J. HILES
EXECUTIVE VICE PRESIDENT
2505 NORTH STATE HIGHWAY 360, SUITE 800
GRAND PRAIRIE, TEXAS 75050
TEL. NO. (972) 471-8700

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED MATHEW J. HILES KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, A.D. 2022.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME

MY COMMISION EXPIRES _____

THE STATE OF TEXAS §
COUNTY OF BEXAR §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN THEREON. I FURTHER CERTIFY THAT THIS PLAT COMPLIES WITH ORDINANCE NO. 439 OF THE CITY CODE OF KYLE AND THAT ALL EASEMENTS OF RECORD AS FOUND ON THE TITLE POLICY OR DISCOVERED WITH A TITLE SEARCH PREPARED IN CONJUNCTION WITH THE MOST RECENT PURCHASE OF THE PROPERTY ARE SHOWN HEREON.

JOEL CHRISTIAN JOHNSON
REGISTERED PROFFESIONAL LAND
SURVEYOR No. 5578
MBC ENGINEERS
TBPE, FIRM REGISTRATION NO. 784
TBPLS, FIRM REGISTRATION NO. 10011700
1035 CENTRAL PARKWAY N.
SAN ANTONIO, TEXAS 78232

DATE

THE STATE OF TEXAS §
COUNTY OF BEXAR §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

ROGER W. GUNDERMAN
REGISTERED PROFFESIONAL ENGINEER NO. 103537
MBC ENGINEERS
TBPE, FIRM REGISTRATION NO. 784
TBPLS, FIRM REGISTRATION NO. 10011700
1035 CENTRAL PARKWAY N.
SAN ANTONIO, TEXAS 78232

DATE

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 WATERWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY *DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

REVIEWED BY:

LEON BARBA
CITY ENGINEER, CITY OF KYLE

HARPER WILDER
DIRECTOR OF PUBLIC WORKS, CITY OF KYLE

I, THE UNDERSIGNED, DIRECTOR OF 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 KYLE FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

MARCOS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS §
COUNTY OF HAYS §

THIS FINAL PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISION OF THE CITY OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, A.D. 2022.

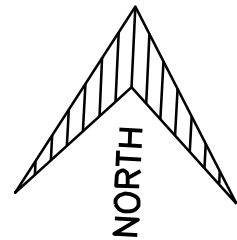
PLANNING & ZONING COMMISSION CHAIRPERSON

THE STATE OF TEXAS §
COUNTY OF HAYS §

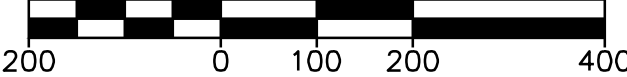
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2022, A.D., AT _____ O'CLOCK _____ M, AND DULY RECORDED THE _____ DAY OF _____, 2022, A.D., AT _____ O'CLOCK _____ M, IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN CFN # _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF HAYS COUNTY THE _____ DAY OF _____, A.D., 2022.

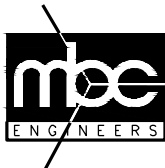
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS



SCALE: 1" = 200'



CITY OF KYLE No.: SUB-21-0202
HAYS COUNTY No.: PLN-1781-NP



MACINA • BOSE • COPELAND & ASSOC., INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

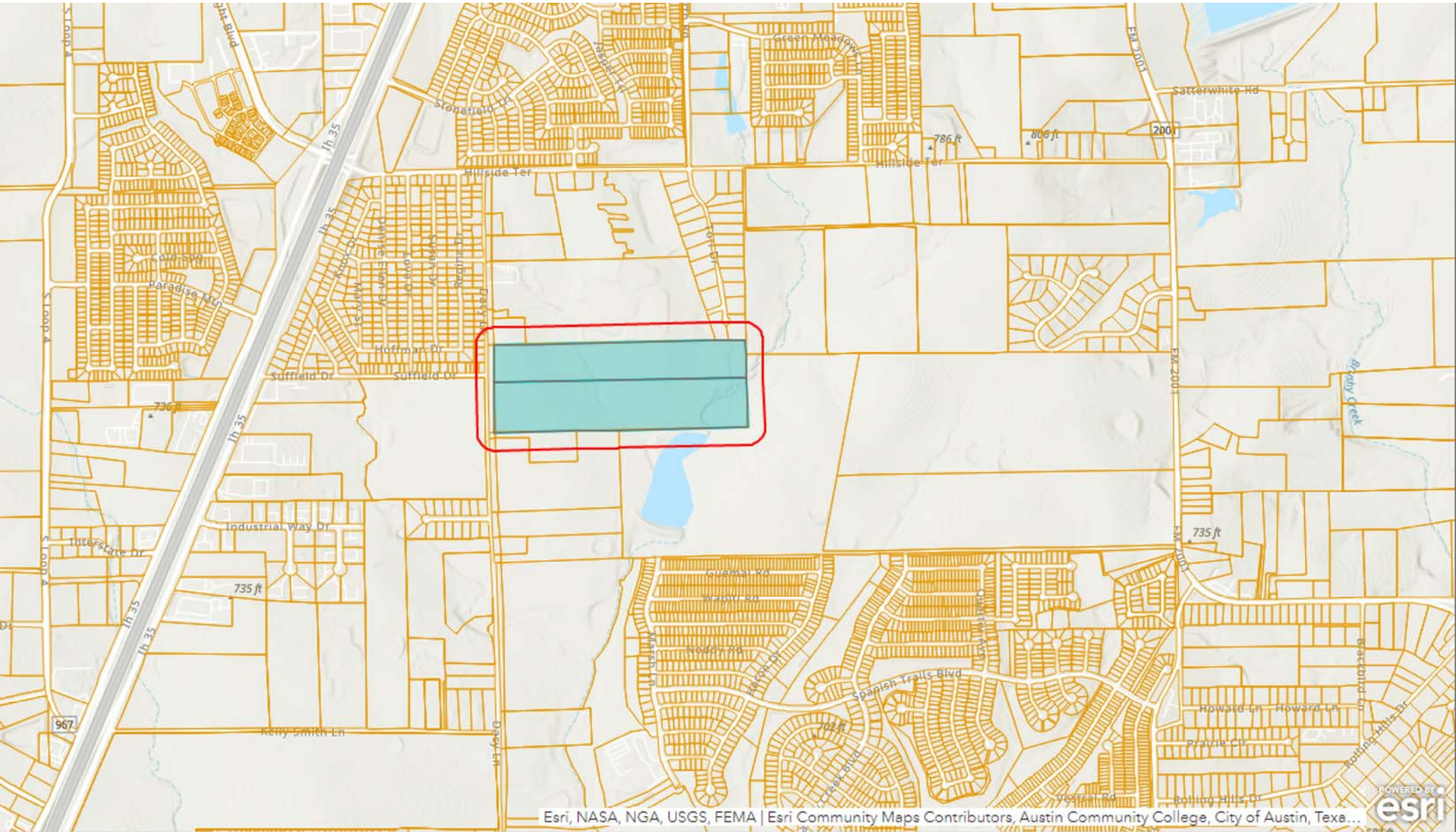
1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com
TEXAS REGISTERED ENGINEERING FIRM F-784

DATE: 02/08/2022

JOB NO.: 32751/HAYS

SHEET 2 OF 2

PLAT NOTES AND LEGEND APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT.





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Hold a public hearing with possible action to reduce the current speed limit of 40 MPH on Elder Hill Road, per a recent traffic study, to 30 MPH from FM 150 to approximately 800 feet east of La Ventana Parkway, then 35 MPH to approximately 500 feet west of Panther Creek Road, then 30 MPH to RR. **SMITH/BORCHERDING**

Summary

In response to the results of a recent traffic study & public input, there is a need to reduce the speed limit of 40 MPH to 30 MPH and 35 MPH respectively on sections of Elder Hill Rd. (see attached maps)

Budget Office Use Only:

Budget Amendment Required: Y/N?:

Comments:

Attachments

Speed reduction maps

Elder Hill Rd (map 1)

FM 150 to La Ventana Parkway

1 Motor Vehicle Accident

7 Motor Vehicle Accidents

Legend



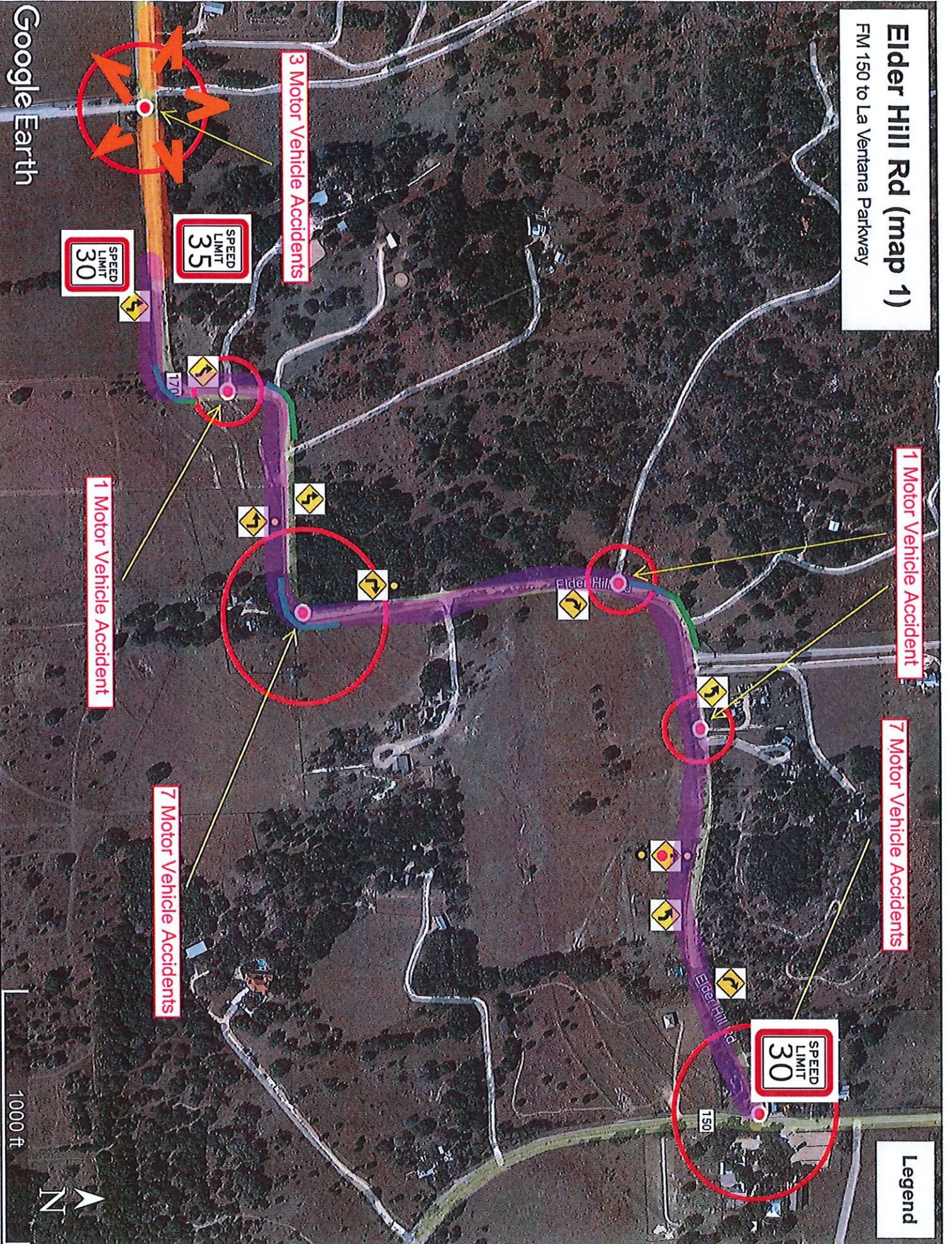
1 Motor Vehicle Accident

7 Motor Vehicle Accidents

3 Motor Vehicle Accidents

Google Earth

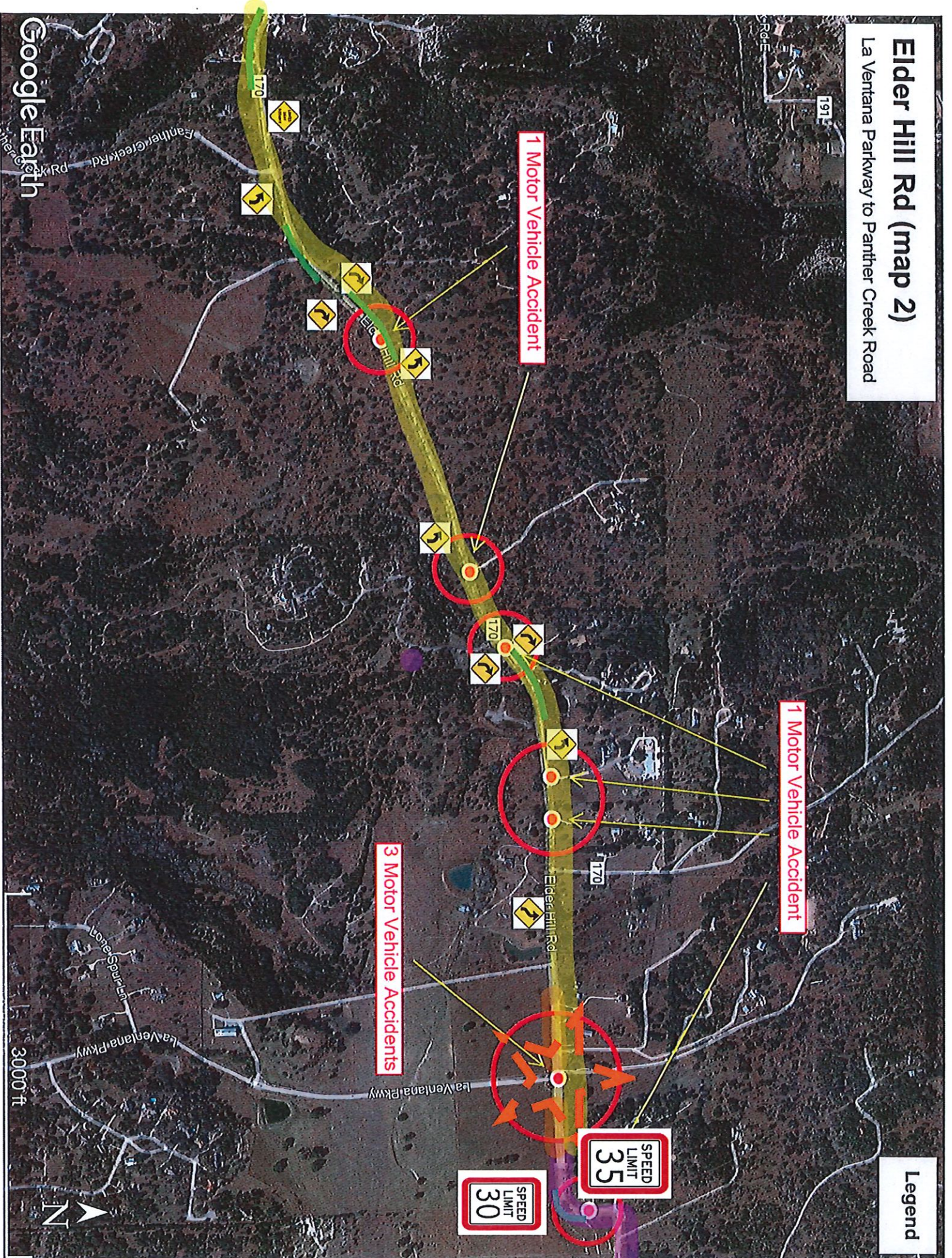
1000 ft



Elder Hill Rd (map 2)

La Ventana Parkway to Panther Creek Road

Legend

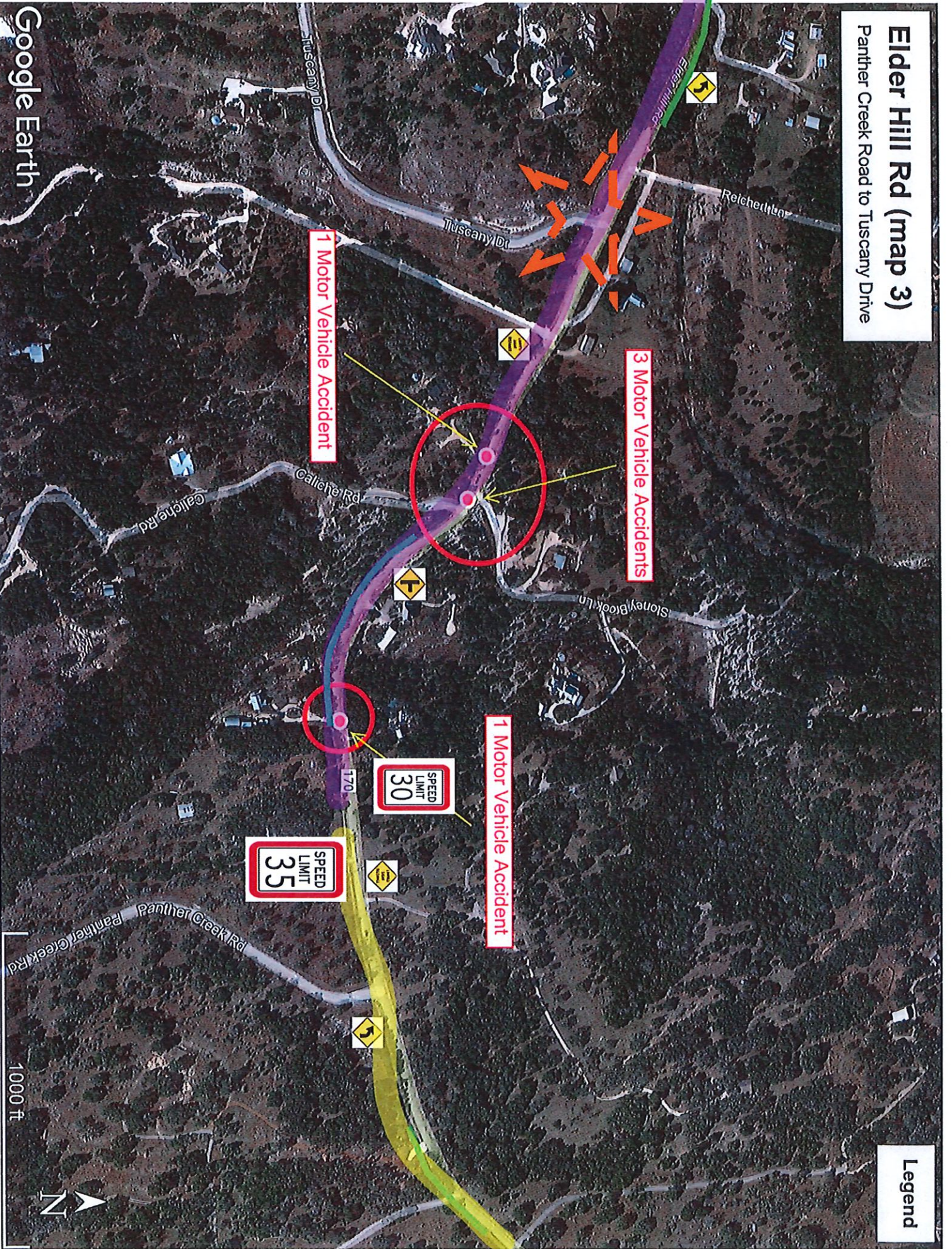


Elder Hill Rd (map 3)

Panther Creek Road to Tuscany Drive

Legend

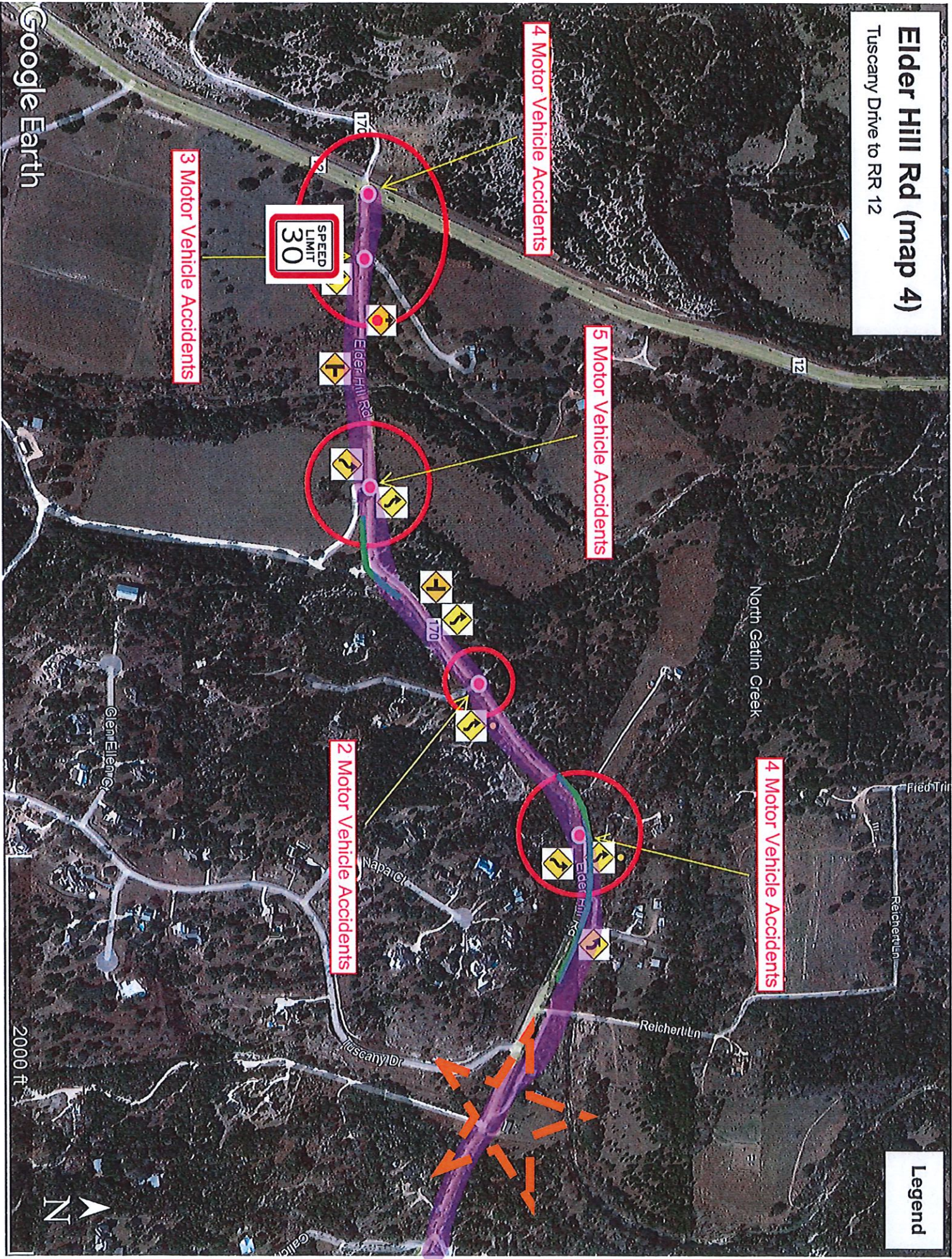
Google Earth



Elder Hill Rd (map 4)

Tuscany Drive to RR 12

Legend





Hays County Commissioners Court

Requested By: Jerry Borcharding, P.E., Transportation Director
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to approve the selection of Halff Associates, Inc. to provide right of way acquisition services for the RM 12 safety improvements near the intersection of Skyline Drive project in Precinct 3; and to authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**

Summary

The RM 12 safety improvements near the intersection of Skyline Drive [26-777-034] project is currently in design by BGE, Inc. and requires Right-of-Way acquisition services to support the development of the project. Halff Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q02 on July 27, 2021 Item 48. The process to initially select 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, revised May 30, 2017.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Jerry Borcharding, P.E., Transportation Director
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to approve the selection of Cobb Fendley & Associates, Inc. to provide utility coordination services for the RM 12 safety improvements near the intersection of Skyline Drive project in Precinct 3; and to authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**

Summary

The RM 12 safety improvements near the intersection of Skyline Drive [26-777-034] project is currently in design by BGE, Inc. 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 through RFQ 2018-P16 on December 11, 2018, Item 13. 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, revised May 30, 2017.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to accept an updated Proposal from Water & Earth Technologies (WET) related to the Upstream remote camera on the FM 150 double crossing of Onion Creek; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024 (a)(7)(D) and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary

The upstream remote camera on the FM150 double crossing of Onion Creek was hit by a vehicle during the early morning of April 14th 2022. WET personnel has assessed the damage and this quote outlines the cost to repair the damage. This Quote was revised from an earlier version to include a cellular modem which was found to be defective upon further inspection of the damage.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: Original quote and repairs were approved in Court on 5/10/22 item #35. Additional \$800 needed for cellular modem. Funds within the departments operating budget are available for this purchase.

Budget Amendment:

Increase Misc. Equipment_Operating .5719_400

Decrease Equipment Maintenance & Repair .5411

Fiscal Impact

Amount Requested: \$800.00

Line Item Number: 001-656-00.5719_400

Purchasing Guidelines Followed: Y/N?:

New Revenue Y/N?:

AUDITOR'S USE ONLY:

Requires a discretionary exemption pursuant to Local Government Code Ch. 262.024 (a)(7)(D) for captive replacement parts/components for equipment.

Attachments

FM 150 Camera Repair



05/31/2022

Quotation XPHC042

Prepared for:

Hays County - Office of Emergency Services
Attn: Brandon High
810 South Stagecoach Trail
San Marcos, TX 78666

Federal Tax Identification No.

84-1440328

Quote Valid Thru

07/30/2022

Prepared by:

Water & Earth Technologies, Inc.

40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenis@wetec.us

Quote Title: Camera at FM150 Repair

This Quote was revised from an earlier version to include a cellular modem which was found to be defective upon further inspection of the damage.

Quote Information

The upstream remote camera on the FM150 double crossing of Onion Creek was hit by a vehicle during the early morning of April 14th 2022. WET personnel has assessed the damage and this quote outlines the cost to repair the damage.

Item Description	Model No.	Unit Price	Qty	Amount
PTZ Camera	Sunba	\$ 650.00	1	\$ 650.00
Sierra Wireless Cellular Modem	RV50x	\$ 800.00	1	\$ 800.00
Aluminum AASHTO Approved Base	7332	\$ 225.00	1	\$ 225.00
Plastic Base Cover	3227	\$ 9.00	1	\$ 9.00
Bobcat Rental		\$ 600.00	1	\$ 600.00
Mobilization		\$ 200.00	1	\$ 200.00
Items Total				\$ 2,484.00

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Damage Inspection	0	2	\$ 230.00
Repair Camera Pole	4	4	\$ 860.00
Re-install Camera Pole	6	6	\$ 1,290.00
			\$ -
			\$ -
Labor Total			\$ 2,380.00

Total Cost \$ 4,864.00

Thank you for your consideration!



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Beverly Crumley
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to add one new Deputy Clerk III position with computer equipment for the District Clerk's Office effective July 1, 2022, and amend the budget accordingly. **INGALSBE/SHELL/B.CRUMLEY**

Summary

The District Clerk is requesting one new Deputy Clerk III position and supporting equipment with a start date of July 1, 2022. This position is being requested due to the new District Court that has been created for Hays County effective September 1, 2022. Adequate time is needed to hire and train an employee to become familiar and knowledgeable of procedures and policies of the duties of the District Clerk's office; as well as learn duties and expectations in a courtroom setting prior to the new Judge taking office. Additionally, the following computer equipment is needed:

- 1 Desktop Computer
- 2 Monitors
- 1 Set of Speakers
- 1 Fujitsu Scanner
- 1 Adobe Pro License
- 1 Polycom Desk Phone

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments:

Position Fiscal Impact:

Base Salary	\$36,164
Fringe	\$ 7,967
Insurances	\$11,801
Annualized Impact	\$55,932
FY22 Fiscal Impact	\$13,983

Budget Amendment:

- \$9,041 - Increase Staff Salaries
- \$1,992 - Increase Fringe Benefits
- \$2,950 - Increase Insurances
- \$2,976 - Increase Computer Equipment (Desktop, Scanner)
- \$ 608 - Increase Data Supplies (Monitors, Speakers)
- \$ 72 - Increase Software Maint & License (Adobe Pro)
- \$ 200 - Increase Telephone & Data Lines
- (\$17,839) - Possible Funding Source County Wide Salary Adjustments

Fiscal Impact

Amount Requested: \$13,983
Line Item Number: 001-609-00]
Purchasing Guidelines Followed: Y/N?: N/A
New Revenue Y/N?: N/A
AUDITOR'S USE ONLY:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related to the reinstallation of the LWX at Cotton Gin at Porter Creek; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024 (a)(7)(D) and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary

When construction on Cotton Gin Road is finished, WET will reinstall the master flasher pole, the remote flasher pole and the pressure transducer in Porter Creek. WET will construct the flasher foundation and conduit from the master flasher to a new riser pipe on the culvert as discussed. WET will trench new conduit from the master pole to the riser pipe on the culvert. WET will rebuild the foundation as well.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: Funds within the departments operating budget are available for this repair.

\$11,744 - Increase Misc. Equipment_Capital .5719_700

(\$11,744) - Decrease Equipment Maintenance & Repair .5411

Fiscal Impact

Amount Requested: \$11,743.74

Line Item Number: 001-656-00.5719_400

Purchasing Guidelines Followed: Y/N?:

New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:

Requires a discretionary exemption pursuant to Local Government Code, Ch. 262.024 (a)(7)(D) for captive replacement parts/component parts.

Attachments

Cotton Gin WET quote



06/01/2022

Quotation XPHC035

Prepared for:

Hays County - Transportation Department
Attn: Tim Vandevorde
2171 Yarrington Road
Kyle, TX 78640

Federal Tax Identification No.

84-1440328

Quote Valid Thru

08/01/2022

Prepared by:

Water & Earth Technologies, Inc.

40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
email: RNiedenis@wetec.us

Quote Title: Cotton Gin at Porter Creek LWX reinstallation after construction

This Quote was revised from an earlier version to include a concrete foundation for the remote flasher. It was previously believed that the original foundation for the remote flasher was left in place by Hays County Transportation. This turned out to be an erroneous assumption and the foundation will have to be rebuilt.

Quote Information

When construction on Cotton Gin Road is finished, WET will reinstall the master flasher pole, the remote flasher pole and the pressure transducer in Porter Creek. WET will construct the flasher foundation and conduit from the master flasher to a new riser pipe on the culvert as discussed. WET will trench new conduit from the master pole to the riser pipe on the culvert.

Item Description	Model No.	Unit Price	Qty	Amount
Stainless-Steel Pressure Transducer 300 feet	CS451	\$ 1,086.00	1	\$ 1,086.00
Shipping		\$ 40.76	1	\$ 40.76
Power and Grounding		\$ 140.88	2	\$ 281.76
Housing and Mounting		\$ 115.00	1	\$ 115.00
Conduit and Riser		\$ 924.66	1	\$ 924.66
Flasher Pole Foundation		\$ 220.28	2	\$ 440.56
1 day Bobcat Skidsteer rental		\$ 575.00	3	\$ 1,725.00
				\$ -
Items Total				\$ 4,613.74

Labor Description	ENG I Hours	Field Tech II Hours	Amount
Construct new flasher foundation	12	12	\$ 2,760.00
Construct conduit run from flasher to culvert	8	8	\$ 1,840.00
Construct new riser pipe on culvert	4	4	\$ 920.00
Reinstal pressure transducer	3	3	\$ 690.00
install flasher pole	2	2	\$ 460.00
install master pole	2	2	\$ 460.00
			\$ -
			\$ -
Labor Total			\$ 7,130.00

Total Cost \$ 11,743.74

Thank you for your consideration!



Hays County Commissioners Court

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Discussion and Possible Action to determine that drought conditions exist and to adopt an order under Section 352.051 of the Texas Local Government Code, prohibiting the sale or use of restricted fireworks, defined as "skyrockets with sticks" and "missiles with fins", in the unincorporated area of Hays County, providing for the expiration of said order if the Hays County Fire Marshal determines that drought conditions no longer exist prior to end of the sales period for the July 4th fireworks season. **SHELL**

Summary

Sec. 352.051. REGULATION OF RESTRICTED FIREWORKS. (a) For the purposes of this section the following definitions shall apply:

(1) "Restricted fireworks" means only those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins".

(2) "Drought conditions" means the existence immediately preceding or during the fireworks season of a Keetch-Byram Drought Index of 575 or greater.

(b)(1) The Texas Forest Service in the ordinary course of its activities shall determine whether drought conditions, as defined under Subsection (a)(2), exist on average in any county requesting such a determination. The Texas Forest Service shall make available the measurement index guidelines used to determine whether drought conditions exist in a particular area. Following any determination that such drought conditions exist, the Texas Forest Service shall notify said county or counties when such drought conditions no longer exist. The Texas Forest Service shall make its services available each day during the Texas Independence Day, San Jacinto Day, Memorial Day, Fourth of July, and December fireworks seasons to respond to the request of any county for a determination whether drought conditions exist on average in the county.

(2) The Texas Forest Service shall be allowed to take such donations of equipment or funds as necessary to aid in the carrying out of this section.

(c) Upon a determination under this section that drought conditions exist on average in a specified county, the commissioners court of the county by order may prohibit or restrict the sale or use of restricted fireworks in the unincorporated area of the county. In addition, during the December fireworks season, the commissioners court of a county by order may restrict or prohibit the sale or use of restricted fireworks in specified areas when conditions on rural acreage in the county not under cultivation for a period of at least 12 months are determined to be extremely hazardous for the danger of fire because of high grass or dry vegetation.

(d) To facilitate compliance with an order adopted under Subsection (c), the order must be adopted before:

(1) February 15 of each year for the Texas Independence Day fireworks season;

(2) April 1 of each year for the San Jacinto Day fireworks season;

(3) April 25 of each year for the Cinco de Mayo fireworks season;

(4) May 15 of each year for the Memorial Day fireworks season;

(5) June 15 of each year for the Fourth of July fireworks season; and

(6) December 15 of each year for each December fireworks season.

(e) An order issued under this section shall expire upon determination as provided under Subsection (b) that such drought conditions no longer exist.

(f) When a county issues an order restricting or prohibiting the sale or use of restricted fireworks under this section, the county may designate one or more areas of appropriate size and accessibility in the county as safe areas where the use of restricted fireworks is not prohibited, and the legislature encourages a county to designate such an area for that purpose. The safe area may be provided by the county, a municipality within the county, or an individual, business, or corporation. A safe area may be designated in and provided in the geographic area of the regulatory jurisdiction of a municipality if the activity conducted in the safe area is authorized by general law or a municipal regulation or ordinance. An area is considered safe if adequate public safety and fire protection services are provided to the area. A county, municipality, individual, business, or corporation is not liable for injuries or damages resulting from the designation, maintenance, or use of the safe area.

(g) A person selling any type of fireworks, including restricted fireworks, in a county that has adopted an order under Subsection (c) shall, at every location at which the person sells fireworks in the county, provide reasonable notice of the order and reasonable notice of any location designated under Subsection (f) as a safe area.

(h) An affected party is entitled to injunctive relief to prevent the violation or threatened violation of a requirement or prohibition established by an order adopted under this section.

(i) A person commits an offense if the person knowingly or intentionally violates a prohibition established by an order issued under this section. An offense under this subsection is a Class C misdemeanor.

(j) A civil action against a county based on the county's actions under this section must be brought in the appropriate court in that county.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item

Discussion and possible action to double fill the Transportation Department's Financial Superintendent and Bookkeeper/Purchasing Coordinator positions for a four-week period retroactive to June 3, 2022. **JONES/BORCHERDING**

Summary

Policy allows only 2 weeks of double filling of a position for training purposes. These positions require extensive training in Department process and procedures including a very complex Cartegraph program. The positions will be vacated through retirements on June 30, 2022

Budget Office Use Only:

Budget Amendment Required: Y/N?: No

Comments: Salary savings due to attrition are available within the departments operating budget to fund this request.

Fiscal Impact for Double Fill:

\$2,968 - Bookkeeper

\$4,928 - Financial Superintendent

\$1,740 - Fringe

\$9,636 - Total

Fiscal Impact

Amount Requested: \$9,636

Line Item Number: 020-710-00]

Purchasing Guidelines Followed: Y/N?: N/A

New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement related to RFP 2022-P09 Comprehensive Classification and Compensation Study between Hays County and Management Advisory Group International, Inc., and amend the budget accordingly. **BECERRA/MILLER**

Summary

On May 24, 2022, the Commissioners Court awarded RFP 2022-P09 to Management Advisory Group International, Inc to provide a Comprehensive Classification and Compensation Study for Hays County.

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: Recommend County-Wide Salary Adjustments.

Budget Amendment:

Increase Contract Services 001-645-00.5448

Decrease Salary Adjustments 001-645-00.5091

Fiscal Impact

Amount Requested: \$64,400

Line Item Number: 001-645-00.5448

Purchasing Guidelines Followed: Y/N?: Yes

New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:

Attachments

PSA - Management Advisory Group International, Inc.

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 **MANAGEMENT ADVISORY GROUP INTERNATIONAL, INC.** (hereinafter “Contractor”), whose primary place of business is located at 12730 Fair Lakers Circle, Suite 600, Fairfax, Virginia 22033, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 7th day of June, 2022 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

1. OVERVIEW

Contractor agrees to provide professional human resource and management consulting services, including a salary study/market study, to assist the County in developing plans and programs that conform to Federal, State, and local requirements.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County’s instructions and, in particular, the instructions of the Hays County Human Resources Director and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit “A”, and any subsections of Exhibit “A”, if as and when they are attached hereto and signed by the parties (collectively “the Work”). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits “A” and/or “C”), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit “C”, attached hereto.

4. DURATION

The parties agree that the Work shall commence within ten (10) calendar days upon notification to proceed and shall be completed within one hundred and fifty (150) calendar days. Any desired extension shall be requested by the Contractor, in writing, no less than thirty (30) days prior to the expiration of the 150-day duration.

5. COMPENSATION

Contractor will be compensated for the Work according to 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 periodic 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 Sixty- Four Thousand, Four Hundred dollars (\$64,400.00 USD) for the Work performed under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a periodic 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 its 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.

Donald C. Long

Hays County, Texas

Management Advisory Group International, Inc.

By: Ruben Becerra
Hays County Judge

By: Donald C. Long
President

EXHIBIT A

Scope of Work

RFP 2022-P09 Comprehensive Classification and Compensation Study

Scope of Work

The intent of the comprehensive classification and compensation study is to evaluate the County's existing job classification and compensation programs and provide viable options and strategies that would enhance the County's ability to attract and retain a highly qualified and motivated workforce.

- Study and evaluate positions (class/position description) for purposes of determining the proper classification and salary. Meet with department heads and identified sample of employees regarding job duties as needed. Assess any equity concerns that may arise including differences in work hours, work week, etc.
- Conduct a comprehensive salary study to determine if the County's salaries are competitive within the appropriate job market. The current market survey data or survey to be conducted will include the collection and summary of data from an agreed upon set of participants, both public and private, or other survey sources.
- Evaluate position designations of exempt and nonexempt to ensure compliance with the Fair Labor Standards Act (FLSA).
- Review the effectiveness of the County's overall compensation system, including compression issues and recommended salary for years of service and recommend potential solutions.
- Review our salary structure and pay plan to ensure the County can support recruitment and retention of employees more effectively.
- Review accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, on-call requirements, and supervisory requirements.
- Provide analysis of existing internal hierarchy and internal career ladders where appropriate and assist county with efforts to more fully develop and clearly outline job progression opportunities and provide recognizable compensation growth.
- Make recommendations to County staff about any changes to the pay plan, strategies, policies, best practices, and other compensation related items in order to maintain a competitive place in the labor market.
- Develop and present final recommendations and implementation plan including fiscal impact of implementing recommended adjustments to current salaries both immediately and in the future.
- Recommend effective recruitment strategies for hard to fill, high turnover positions. Recommendations should include criteria for designating positions as hard-to-fill/critical (e.g., not being able to fill after repeated advertising, competent talent not applying, gaps in talent as compared to position needs, internal talent not available).
- Review existing Personnel Policy and provide recommendations for additions, changes and deletions in sections related to compensation and classification. When

necessary, create language that is appropriate and applicable. Provide recommendations on how to update and maintain the related sections of the Personnel Policy on an ongoing basis.

- Recommend pay progression methods to include sound practices to prevent salary bypassing and mitigate pay compression. Implementation recommendations must address any pay equity issues discovered as part of this compensation analysis.
- Identify FLSA and DOL compliance issues in classifications, work schedules, overtime pay (blended rates), longevity, paid leave, holidays and additional pay such as “on-call, incentive pay and fringe benefits. Recommend best practices regarding FLSA compliant payroll calculations with varying 7-day workweeks (i.e. Sat-Fri, Sun-Sat, etc.) and work schedules, identifying different shift and pay schedules (i.e. E911, fluctuating workweek, 12-hours shifts, 207k employees).
- Evaluate and recommend hiring rate policies for external hires and for internal promotions. Provide salary offer guidelines to facilitate increased fairness in determining hiring rates based on a candidate’s qualifications.
- Determine if changes to position/job descriptions are needed, and if so, create those job descriptions with input from the Department Head/Elected Official.
- Recommend a classification/compensation and position evaluation system that adheres to the following basic elements and characteristics:
 - Must meet all legal requirements, be totally non-discriminatory, and provide for compliance with all pertinent federal, state, and local requirements.
 - Must be easy for management to administer, maintain, and legally defend.
 - Must easily accommodate organizational change and growth or conversion.
 - Must be based upon sound compensation principles in which both internal and external equity are considered within the pay structure as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
 - Must provide process to be used by HR staff for new positions to be incorporated into the compensation plan as well as appropriate adjustments to maintain the compensation plan’s effectiveness.
- Attend meetings, if requested, throughout the process with employees, the County Elected Officials, Department Heads and/or designated staff, and the Commissioners Court to discuss the methodology, survey results, and recommendations.
- Provide a written final report of recommendations including a discussion of methods, techniques, and data used to develop the classification and compensation plan. Must include the following:
 - Benefit Survey results
 - Total compensation system and timesheet/pay cycle, including pay, benefits, holiday, overtime/compensatory time recommendation, leave, etc. that compares the County and its relation to the market
 - An analysis of the financial impact for various implementation scenarios of the new classification and compensation plan

- Instructional information and instructions to allow County Staff/Human Resources to conduct individual salary audits and recommend adjustments consistent with study methods and overall pay plan recommendations
- Implementation support and training, as needed

Management Advisory Group International, Inc.

Project Phases & Workplan

Some of the proposed project activities and tasks indicated below will occur simultaneously. The amount of time needed for survey respondents to provide data is the most demanding dimension. We will work together with the County to ensure a timely and excellent project.

Phase I: Project Initiation: Day 1- Day 20

Objective: To develop a project plan acceptable to all parties, gather pertinent project related data, finalize contractual negotiations, and establish a timeline for project activities and deliverables.

Activities:

- Execute Project Contract.
- Confer with our HR partners from the County and departmental staff to discuss the project's goals and objectives, and to coordinate on-site activities.
- Gather required project data/information, such as current class descriptions, current pay plan, administration policies and procedures, and organization charts.
- Initiate the employee information data collection in required database format in Excel.
- Establish a mutually agreed-upon project work plan, timelines, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives.

Deliverable(s):

- Finalized Project Work Plan through our unique Task Completion List process.
- Project Contract.

Phase II: Development of Compensation Survey Instrument: Day 14 – Day 40

Objective: To develop a salary/compensation survey instrument to gather compensation data from survey targets, establish a list of classifications for inclusion in the survey, and define target respondent organizations/published surveys.

Activities:

- Work together with our HR/Project partners and top management to elect appropriate market survey target employers for selected positions that offer comparable employment opportunities.
- Develop draft market salary survey instrument to gather compensation data.
- Review Draft Survey with the Project Manager; revise as necessary and appropriate.
- Develop Final Salary Survey Instrument.
- Initiate survey via internet, telephone, published data, and e-mail for benchmarks.

Deliverable(s):

- Market Survey Targets and Classifications.
- Survey Instruments.

Phase III: Collect and Compile Market Data: Day 30 – Day 60

Objective: To administer a salary/compensation survey instrument to survey targets.

Activities:

- We work closely with you to identify specific target agencies to be included in the custom survey. We work with you to define the market.
- Provide survey options for participation, including online input through MAG's web site, completion of Excel format survey, and/or provision of current compensation plan.
- Review/clean collected compensation data and compare to current data.
- Develop market compensation summary by classification.
- Review compensation structure and develop recommendations.

Deliverable(s):

- Survey data for benchmark classes.
- Recommendations on compensation design.

Phase IV: Conduct Job Analysis and Classification Reviews of all Classes: Day 30 – Day 75

Objective: To conduct a review of included classifications for appropriate internal equity.

Activities:

- Distribute information on the *Job Analysis Questionnaires®* (JAQ) and data gathering instrument. The JAQ is written in an understandable and easy-to read format. Employees can list the job duties and responsibilities that they regularly perform and any recent changes in work routine.
- The questionnaire will capture job data for such factors as education levels, experience, decisions, guidelines, complexity, scope and effect, physical demands, and work environment.
- Monitor JAQ completion and provide updates on the status of employee questionnaire completion at key points.
- Conduct top interviews.
- Download and review completed JAQ's.
- Evaluate each job class according to key criteria.
- Make assignments and allocations for classes
- Develop pay structure.

Deliverable(s):

- Questionnaire monitoring and updates.
- Department Head interviews.
- Classification data capturing and review.
- Recommended compensation structure.

Phase V: Develop Recommendations to Classification Plan: Day 75 – Day 90

Objective: To identify any needed changes to the classification plan.

Activities:

- Conduct analysis and evaluate the current classification plan(s) in terms of:
 1. supporting the overall goals and objectives;

2. its ability to provide compensation comparability between and among various groups and classes of positions;
 3. its ability to provide a meaningful salary level that recognizes credentials, certifications and experience;
 4. developing an initial set of recommended changes in the structure of the current classification system.
- Review recommended changes with the Project Manager and appropriate management staff and make appropriate revisions.
 - Develop revised pay plan(s).
 - Develop guidelines for maintaining the classification system.
 - Provide for internal review.

Deliverable(s):

- Revised Grade Order List and Pay Plan(s).
- Reclassification recommendations (if applicable).

Phase VI: Submit Draft Project Report: Day 110

Objective: To develop a draft report based on previous study activities and tasks.

Activities:

- Integrate project data and deliverables from previous project tasks into a draft report for internal review.
- Provide draft project findings to management for technical review.

Deliverable(s):

- Draft Report.

Phase VII: Develop & Submit Final Project Report

Objective: To develop a final report of project results, findings and recommendations.

Activities:

- Revise draft report as necessary and appropriate based on technical review; develop and deliver final report.
- Present project findings and provide all study documentation (TBD).

Deliverable(s):

- Final Report.
- All Study Documentation.

Phase VIII: Conduct Software Training & Technology Transfer (Date to be Determined)

Objective: To install the software system, and training for HR staff.

Activities:

- Provide for technology transfer of project related data and materials.
- Conduct software and plan training for selected HR personnel.

Deliverable(s):

- MAG's ***Classification Manager***® software (licensed for use internally – at no cost to the County).
- ***Classification Manager***® Training/User Manual.

- Training seminar for selected HR staff on *Classification Manager*® software, plan policies, and guidelines for maintenance.

EXHIBIT B

Fee Schedule

MAG has developed a project budget based on the scope of services as defined in the County's RFP and MAG's Approach and Methodology. The County has approximately 800 employees in 200 job classes. MAG's process includes interviews with Department Heads and the use of a comprehensive online Job Profile Questionnaire, that will be available for all included employees, in which job data is collected, evaluated and ultimately provided to the County through MAG's software.

MAG's budget estimate for the project is \$64,400.

Ad hoc services as requested, would be provided at an hourly rate of \$200.

1. **Method of Payment.** Total cost of the proposed scope of services is \$ 64,400. Ten percent (10%) of the total agreement amount shall be held back by Client - payable to Consultant upon successful completion of the services. Twenty percent (20%) of the total agreement amount will be paid to Consultant within (7) days from the effective date of this agreement and upon Consultant providing Client an invoice for said amount. Additional payments shall be due and payable in accordance with periodic invoices based upon work performed toward delivery of final reports and products as described herein.

2. **Changes and Additional Services.** The Client may, from time to time, require changes in the "Scope of Services" of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendment to this agreement. The written amendment shall identify whether said change(s) alter the total agreement amount. For services not included in the "Scope of Services", a rate of \$200 per professional hour expended and \$55 per clerical hour expended, plus expenses will be charged. Any expenses for work done beyond the scope of services anticipated under this agreement will be approved prior to undertaking.

EXHIBIT C

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Judge O'Brien

Sponsor:

Commissioner Jones

Agenda Item

Discussion and possible action to authorize the County Courts at Law to hire the Mental Health Court Caseworker position at the 50th percentile; and the Mental Health Court Administrator position at the 34th percentile effective June 16, 2022, and amend the budget accordingly. **JONES/O'BRIEN**

Summary

The County Court at Law Judge's have two candidates for the new Mental Health Specialty Court and are requesting salary exceptions for both positions.

The Mental Health Court Administrator candidate is a licensed Clinical Social Worker with a master's degree in social work. She has approximately 5-6 years of management experience in the social work setting, including management of mentally ill individuals and pending criminal case dockets. Candidate has extensive experience in coordinating social service issues often associated with defendants with mental illness issues. Requesting authorization to hire this position at \$62k (34th percentile).

The Mental Health Court Caseworker candidate is a licensed Social Worker with a bachelors degree in social work. She has several years experience working in the social work field, experience coordinating different social services, and demonstrates a calm and patient demeanor desired for the mental health court environment. Additionally, the candidate has previous field experience working for a governmental agency. Requesting authorization to hire this position at \$49,725 (50th percentile).

Budget Office Use Only:

Budget Amendment Required: Y/N?: Yes

Comments: Funds were set aside during the budget process to establish a Mental Health Specialty Court utilizing ARPA Funds. Budgeted funds will be moved to the Mental Health Program cost center.

Salary Exception Fiscal Impact:

Administrator (grade 114)		Caseworker (grade 111)	
Base Salary Minimum	52,948	Base Salary Minimum	39,780
Salary @ 34th percentile	62,000	Salary @ 50th percentile	49,725
Difference	9,052	Difference	9,945
Fringe	1,994	Fringe	2,191
Total Annualized Impact	11,046	Total Annualized Impact	12,136
FY22 Fiscal Impact	3,222	FY22 Fiscal Impact	3,540

Budget Amendment for total salaries to create positions:

\$111,725 - Increase Staff Salaries 011-763-99-161.5021

\$ 24,613 - Increase Fringe 011-763-99-161.5101]

\$ 23,604 - Increase Insurances 011-763-99-161.5160]

(\$159,942) - Decrease ARPA Miscellaneous 011-763-99-153.5391

Fiscal Impact

Amount Requested: \$6,761

Line Item Number: 011-763-99-161]

Purchasing Guidelines Followed: Y/N?: N/A

New Revenue Y/N?: N/A

AUDITOR'S USE ONLY:



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Judge Doyle

Sponsor:

Commissioner Jones

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions within the office of the Hays County Justice of the Peace 5. Possible discussion and/or action may follow in open court. **JONES/DOYLE**

Summary

Additional information will be presented during Executive Session.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By: Elaine Cardenas, Hays County Clerk
Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions of the Hays County County Clerk's Office. Possible discussion and/or action may follow in open court. **BECERRA/CARDENAS**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Dark Monday, Project Fire Engine Red, Project Fresh Lime, Project Gold Fish and Project Thin Mint. Possible discussion and/or action may follow in open Court. **BECERRA**

Summary

Additional information will be provided in Executive Session.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Kennedy

Sponsor:

Judge Becerra

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the outsourcing of inmates in the Hays County Corrections Facility, including interlocal agreements that facilitate outsourcing. Possible discussion and/or action may follow in Open Court. **BECERRA**

Summary

To be provided in Executive Session.



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Jones

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions of the Hays County Transportation Department. Possible discussion and/or action may follow in open court. **JONES/BORCHERDING**

Summary



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Requested By:

Kennedy

Sponsor:

Commissioner Shell

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Shady Bluff Drive in Pct. 3. Possible discussion and/or action may follow in open court. **SHELL**

Summary

To be provided in Executive Session.
